

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ekit.com, Inc.		02/03/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth II, L.P.		
Street Address:	180 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2643541	EKIT.COM	
CORRESPONDENCE DATA			
Fax Number:	(415)738-5371		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4153813283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Road		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG-EKIT		
NAME OF SUBMITTER:	Benjamin Greenspan		
Signature:	/bg2/		
Date:	02/03/2010		

OP \$40.00 2643541

Total Attachments: 4

source=trademark collateral#page1.tif

source=trademark collateral#page2.tif

source=2a. - Trademark Notice dated 02.04.10#page1.tif

source=2a. - Trademark Notice dated 02.04.10#page2.tif

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of February 4, 2010, is between eKit.com, Inc., a Delaware corporation with its principal place of business at Fifth Floor, 27 Drydock Ave, Boston, MA 02210 ("Assignor") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated January 25, 2007, as amended and restated on February 4, 2010, by and between Assignor and Assignee (the "Loan Agreement") and pursuant to certain other loan documents referenced therein.

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

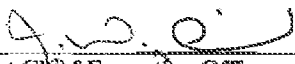
WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Agreement) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated January 25, 2007, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

eKit.com, Inc.

By 
Chief Executive Officer

By 
Secretary

Assignee:

PARTNERS FOR GROWTH II, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth II, LLC
Its General Partner

EXHIBIT 1
eKit.com, Inc.

Trademark Schedule - Trademarks

Trademarks	
Serial Number - Registration Number	Mark
2,643,541	eKit.com (29 th October 2002)

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of February 4, 2010, is between eKit.com, Inc., a Delaware corporation with its principal place of business at Fifth Floor, 27 Drydock Ave. Boston, MA 02210 ("Assignor") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated January 25, 2007, as amended and restated on February 4, 2010, by and between Assignor and Assignee (the "Loan Agreement") and pursuant to certain other loan documents referenced therein.

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit I hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Agreement) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated January 25, 2007, by and among Assignor and Assignee:

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:


eKit.com, Inc.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH II, L.P.

By  _____

Name: Andrew Kahn, Manager

Title: Manager, Partners for Growth II, LLC
Its General Partner

EXHIBIT 1
eKit.com, Inc.

Trademark Schedule - Trademarks

Trademarks	
Serial Number - Registration Number	Mark
2,643,541	eKit.com (29 th October 2002)