

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
FamilyTime, LLC		12/01/2009	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	FamilyTime.com, Inc.		
Street Address:	43 North Avenue		
City:	Bridgeport		
State/Country:	CONNECTICUT		
Postal Code:	06606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2316390	FAMILY TIME	
CORRESPONDENCE DATA			
Fax Number:	(203)226-8025		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	byoung@levettrockwood.com		
Correspondent Name:	Levett Rockwood P.C.		
Address Line 1:	33 Riverside Avenue		
Address Line 2:	Barbara A. Young		
Address Line 4:	Westport, CONNECTICUT 06880		
NAME OF SUBMITTER:	Barbara A. Young		
Signature:	/byoung/		
Date:	02/08/2010		

OP \$40.00 2316390

Total Attachments: 3

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**TRADEMARK
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**GRANT OF SECURITY INTEREST AND
COLLATERAL ASSIGNMENT IN REGISTERED TRADEMARK**

WHEREAS, FamilyTime, LLC, a Connecticut limited liability company having a place of business at 43 North Avenue, Bridgeport, Connecticut 06606 (hereinafter "Debtor"), is the owner of all right, title and interest in, and plans to use and own, the mark and the United States Trademark Registration associated therewith as set forth on Schedule A hereto (the "Trademark");

WHEREAS, pursuant to the provisions of that certain Security Agreement, dated as of December 1, 2009, between FamilyTime.com, Inc., a Delaware corporation, with an address at 43 North Avenue, Bridgeport, Connecticut 06606 (hereinafter "Secured Party"), and Debtor (the "Security Agreement"), Debtor has agreed to collaterally assign and grant to Secured Party a collateral assignment and security interest in, among other property, the Trademark, the goodwill of the business symbolized by the Trademark, Debtor's assets relating to the Trademark, any and all license agreements now or hereafter existing in respect of the Trademark, all proceeds and products of the Trademark, including all rights to any proceeds recovered for any past, present or future infringement of the Trademark, and all causes of action for infringement of the Trademark, to secure the payment and performance of all existing and future obligations of Debtor to Secured Party under the terms of the Security Agreement;

NOW, THEREFORE, in furtherance of and in order to confirm for recordation and all other purposes the collateral assignment and security interest granted under the Security Agreement in and to the Trademark and the aforementioned goodwill, related assets, license agreements, proceeds, products and causes of action, Debtor hereby collaterally assigns and grants a security interest to Secured Party in all of its right, title and interest in and to the Trademark, including all renewal rights therein, the goodwill of the business symbolized by the Trademark, Debtor's assets relating to the Trademark, any and all license agreements now or hereafter existing with respect to the Trademark, all proceeds and products of the Trademark, including all rights to any proceeds recovered for any past, present or future infringement of the Trademark, and all causes of action for infringement of the Trademark (collectively, the "Trademark and Related Assets").

The grant of security interest and collateral assignment herein is given as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provisions of this Grant of Security Interest and Collateral Assignment in Registered Trademark are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Upon the occurrence of an Event of Default as defined in the Security Agreement, Debtor shall, at the request of Secured Party, execute such other and further documents as Secured Party may reasonably request to assign and transfer to Secured Party or its designee the Trademark and Related Assets.

The grant of the security interest and collateral assignment herein shall be binding upon Debtor, its successors and assigns, and shall inure to the benefit of Secured Party, its successors and assigns.

SCHEDULE A

Trademark

<u>Location:</u>	<u>Mark:</u>	<u>Class:</u>	<u>Registration/ Serial No.</u>	<u>Registration/ Filing Date:</u>
United States	FAMILYTIME	35 & 42	2,316,390	02/08/00