

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rave LLC		11/01/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ComVest Captial, LLC		
<b>Street Address:</b>	525 Okeechobee Boulevard		
<b>Internal Address:</b>	Suite 1050		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3903813	RHAZER	
<b>Registration Number:</b>	3940192	BITCLEAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)801-6400		
<b>Phone:</b>	212.801.9200		
<b>Email:</b>	sinanians@gtlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Shahe Sinanian		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Shahe Sinanian		
<b>Signature:</b>	/SS/		

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**TRADEMARK**  
 REEL: 004658 FRAME: 0402

Date:

11/09/2011

Total Attachments: 2

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**NOTICE OF TRADEMARK SECURITY AGREEMENT**

WHEREAS, RAVE LLC, a California limited liability company (the "Grantor"), is the owner of the trademarks, including without limitation the registration therefor, in the United States Patent and Trademark Office as set forth on **Schedule A** annexed hereto and made a part hereof (the "Marks"); and

WHEREAS, the Grantor has entered into that certain Collateral Agreement dated as of August 8, 2008 (the "Collateral Agreement"), by and between the Grantor, its subsidiary and ComVest Capital, LLC, a Delaware limited liability company (the "Secured Party"); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor has agreed to grant to the Secured Party a continuing security interest in, and a continuing lien on, all of the Grantor's right, title, and interest in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign and grant to the Secured Party a continuing security interest in and a continuing lien on the Marks, as security for the payment and performance of the Obligations as defined in the Collateral Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Trademark Security Agreement to be duly executed by its authorized officer or agent as of November 1, 2011.

RAVE LLC

By:   
Name: Barry Hopkins  
Title: Chief Executive Officer

**SCHEDULE A**

**RAVE LLC**

<b><u>Registration No.</u></b>	<b><u>Grant Date</u></b>	<b><u>Mark</u></b>
3903813	January 1, 2011	RHAZER
3940192	April 5, 2011	BITCLEAN