

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rave N.P., Inc.		11/01/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ComVest Capital, 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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3923748	SNOWSTRIP	
<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/		
<b>Date:</b>	11/09/2011		
<b>Total Attachments: 2</b> source=Rave NP#page1.tif source=Rave NP#page2.tif			

**CH \$40.00 3923748**

**NOTICE OF TRADEMARK SECURITY AGREEMENT**

WHEREAS, RAVE N.P., INC., a Delaware corporation (the "Grantor"), is the owner of the trademark, 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 "Mark"); and

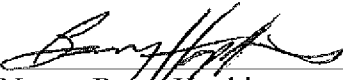
WHEREAS, the Grantor has entered into that certain Collateral Agreement dated as of August 8, 2008 (the "Collateral Agreement"), by and between the Grantor, its parent and ComVest Capital, LLC, a Delaware limited liability company (the "Secured Party"); and

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 Mark;

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 Mark, 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 N.P., INC.

By:   
Name: Barry Hopkins  
Title: Chief Executive Officer

**SCHEDULE A**

**RAVE N.P., INC.**

<b><u>Registration No.</u></b>	<b><u>Grant Date</u></b>	<b><u>Mark</u></b>
3,923,748	February 22, 2011	Snowstrip