

01/10/2012



103638960

1-10-12

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Jack Rogers Holding Company, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 5, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Merchant Factors Corp.

Internal Address: _____

Street Address: 1430 Broadway, 18th Floor

City: New York

State: New York

Country: United States Zip: 10018

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3942045

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"HELLO JACK"

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ian R. Winters

Internal Address: Klestadt & Winters, LLP

Street Address: 570 Seventh Avenue, 17th Floor

City: New York

State: New York Zip: 10018

Phone Number: (212) 972-3000

Fax Number: (212) 972-2245

Email Address: Winters@Klestadt.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 01/11/2012 DTIMBERL 00000005 3942045

Authorized User Name: 01 FC:8521

40.00 DP

9. Signature:

[Handwritten Signature]

Signature

1/6/12

Date

Ian R. Winters, *Attorney in Fact*

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of December 5, 2011 by and among JACK ROGERS HOLDING COMPANY, LLC, a Delaware limited liability company, ("Grantor") and MERCHANT FACTORS CORP. ("Secured Party"). ✓

RECITALS

Whereas, Jack Rogers, LLC ("Borrower") and the Secured Party have entered into a Discount Factoring Agreement, dated as of December __, 2011 (as may be amended or modified from time to time, the "Factoring Agreement");

Whereas, Grantor is the sole member of the Borrower and the record owner of certain trademarks used in connection with Borrower's business;

Whereas, in connection with the Factoring Agreement, Grantor has executed a certain Limited Guaranty guaranteeing the Obligations (as defined in the Factoring Agreement) of Borrower under the Factoring Agreement; and

Whereas, in order to induce the Secured Party to enter into and extend credit to the Borrower under the Factoring Agreement and to further secure the Obligations (as defined in the Factoring Agreement), Grantor has agreed to grant the Secured Party a security interest in the Pledged Trademark Collateral (defined below);

Now, therefore, in consideration of the premises and to induce the Secured Party to enter into the Factoring Agreement, the Grantor hereby agrees with the Secured Party, as follows:

SECTION 1. Definitions.

(a) Defined Terms in the Factoring Agreement. Unless otherwise defined herein, terms defined in the Factoring Agreement and used herein have the meanings given to them in the Factoring Agreement.

(b) Definitions in this Agreement. The following terms, as used in this Agreement, have the following meanings:

"Goodwill" shall mean, collectively, the goodwill connected with such Grantor's business including all goodwill connected with (i) the use of and symbolized by any Trademark or Intellectual Property with respect to any Trademark in which Grantor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of such Grantor's business.

"Proceeds" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" shall mean, collectively, all trademarks (including service marks), slogans,

logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Secured Party a lien on and security interest in and to all of such Grantor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

- (a) all Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Factoring Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party, with respect to the security interest in the Pledged Trademark Collateral made and granted hereby are more fully set forth in the Factoring Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Factoring Agreement, the provisions of the Factoring Agreement shall control unless the Secured Party shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations in cash, or the provision of a letter of indemnity in a form and substance acceptable to Secured Party, the Secured Party shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Agreement.

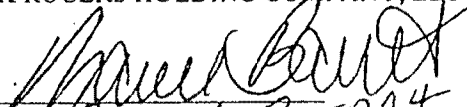
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

In witness whereof, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

JACK ROGERS HOLDING COMPANY, LLC

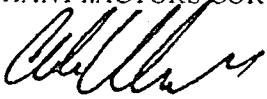
By: 
Name: Rachel Barnett
Title: COO

ACCEPTED AND AGREED:

SECURED PARTY:

MERCHANT FACTORS CORP.

By



Name: *Adam Winter*

Title: *President*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

Trademark	Registration Number	Jurisdiction	Owner
HELLO JACK	3990774	United States	Jack Rogers Holding Company, LLC
HELLO JACK	3942045	United States	Jack Rogers Holding Company, LLC
JACK ROGERS	7483582	China P.R.	Jack Rogers Holding Company, LLC
JACK ROGERS	7483581	China P.R.	Jack Rogers Holding Company, LLC
JACK ROGERS	7483580	China P.R.	Jack Rogers Holding Company, LLC
JACK ROGERS	103702371	France	Jack Rogers Holding Company, LLC
JACK ROGERS	302009075416.0	Germany	Jack Rogers Holding Company, LLC
JACK ROGERS	2534747	Great Britain	Jack Rogers Holding Company, LLC
JACK ROGERS	1076506	International	Jack Rogers Holding Company, LLC
JACK ROGERS	1236000	Mexico	Jack Rogers Holding Company, LLC
JACK ROGERS	1076506	Spain	Jack Rogers Holding Company, LLC
JACK ROGERS	3760628	United States	Jack Rogers Holding Company, LLC
JACK ROGERS	3898156	United States	Jack Rogers Holding Company, LLC

Applications:

Trademark	Application Number	Jurisdiction	Owner
JACK ROGERS	830369937	Brazil	Jack Rogers Holding Company, LLC
JACK ROGERS	830369945	Brazil	Jack Rogers Holding Company, LLC
JACK ROGERS	830369929	Brazil	Jack Rogers Holding Company, LLC
JACK ROGERS	1522136	Canada	Jack Rogers Holding Company, LLC
JACK ROGERS	A0024146	Japan	Jack Rogers Holding Company, LLC
JACK ROGERS	A0024146	Republic of Korea	Jack Rogers Holding Company, LLC

JACK ROGERS	A0024146	Russian Federation	Jack Rogers Holding Company, LLC
JACK ROGERS	85/307,534	United States	Jack Rogers Holding Company, LLC
JACK ROGERS	77/788684	United States	Jack Rogers Holding Company, LLC

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20114675644
File Date : 07-Dec-2011

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO (Name and Address)

**CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071**

**30914960
DEDE**

21269 - KLESTADT & WINTERS, LLP
File with: Secretary of State, DE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Jack Rogers Holding Company, LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

c/o Global Research Capital, 589 Madison Ave., 11th Fl. New York NY 10022-1666 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

LLC DE 4614185 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Merchant Factors Corp.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

1430 Broadway, 18th Floor New York NY 10018 USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in the Pledged Trademark Collateral, as defined in that certain Trademark Security Agreement ("Trademark Security Agreement") dated as of December 5, 2011 by and between Debtor and Secured Party. Pledge Trademark Collateral includes those Trademarks (as defined in the Trademark Security Agreement) set forth on Schedule I attached hereto, together with all Goodwill (as defined in the Trademark Security Agreement) related thereto and Proceeds (as defined in the Trademark Security Agreement) thereof.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

30914960 Merchant Factors Corp./Jack Rogers

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20114681196
File Date : 07-Dec-2011

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone: (800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGMENT TO (Name and Address)	
CT Lien Solutions P.O. Box 29071 Glendale CA, 91209-9071	30917294 DEDE
21269 - KLESTADT & WINTERS, LLP File with: Secretary of State, DE	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 20114675644 12/7/2011 SS DE	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2. TERMINATION. Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement

3. CONTINUATION. Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial). Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party
 DELETE name: Give record name to be deleted in item 6a or 6c
 ADD name: Complete item 7a or 7b and also item 7c; also complete items 7e-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME			
6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME			
7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

SEE ATTACHMENT

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Merchant Factors Corp.			
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA 30917294	Debtor Name: Jack Rogers Holding Company, LLC Merchant Factors Corp./Jack Rogers
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TRADEMARK
REEL: 004705 FRAME: 0199

SCHEDULE I

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