

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Apparel Media Group, Inc.		02/23/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CustomInk, LLC
<b>Street Address:</b>	7900 Westpark Drive, Suite T-500
<b>City:</b>	McLean
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22102
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
<b>Serial Number:</b>	77634052	CAMPUS THREADZ
<b>Serial Number:</b>	85291766	APPAREL MEDIA GROUP
<b>Serial Number:</b>	77885348	A M
<b>Serial Number:</b>	77885340	APPAREL ANALYTICS
<b>Serial Number:</b>	77885135	SHIRTLINK
<b>Serial Number:</b>	77885039	BRANDGUARD
<b>Serial Number:</b>	77942149	APPAREL AD NETWORK

**CORRESPONDENCE DATA**

Fax Number: (202)842-7899  
 Phone: 2028427800  
 Email: charpentier@cooley.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Charles Charpentier  
 Address Line 1: 777 6th St., N.W., Suite 1100  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

CH \$190.00 77634052

ATTORNEY DOCKET NUMBER:	312027-104
NAME OF SUBMITTER:	Susan Mobley
Signature:	/Susan Mobley/
Date:	03/08/2012
Total Attachments: 6 source=Apparel Media Security agreement#page1.tif source=Apparel Media Security agreement#page2.tif source=Apparel Media Security agreement#page3.tif source=Apparel Media Security agreement#page4.tif source=Apparel Media Security agreement#page5.tif source=Apparel Media Security agreement#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 23, 2012 by and between Apparel Media Group, Inc., a Delaware corporation ("*Grantor*"), and CustomInk, LLC, a Delaware limited liability company ("*Secured Party*").

### RECITALS

A. Secured Party made and may in the future make certain advances of money to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Senior Secured Convertible Promissory Note executed by Grantor in favor of Secured (as the same may be amended, modified or supplemented from time to time, the "*Note*") and that certain Note Purchase and Security Agreement, of even date hereof, by and between Grantor and Secured Party (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"). Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Note and the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure the Obligations of Grantor to Secured Party, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Notwithstanding the foregoing, the grant, assignment and transfer of a security interest as provided herein shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Purchase Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are subject to the terms of the Purchase Agreement and are in addition to those set forth in the Purchase Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Purchase Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

In all respects, including all matters of construction, validity and performance, this Intellectual Property Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of the law of a different jurisdiction.

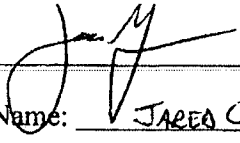
This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

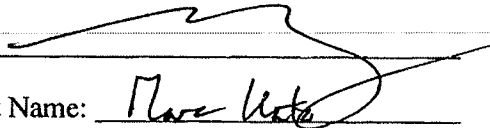
**GRANTOR:**

**Apparel Media Group, Inc.**

By:   
Print Name: JARED GOLSEN  
Title: CO-FOUNDER, CO-CEO + DIRECTOR

**SECURED PARTY:**

**CustomInk, LLC**

By:   
Print Name: Marc Kato  
Title: President

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
None		



