

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
NXT Capital, LLC, its successors and assigns		07/09/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Zecco Holdings, Inc.
Street Address:	888 E. Las Olas Blvd.
Internal Address:	3rd Floor
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33301
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3346206	ZECCO
Registration Number:	3719773	ZECCO TRADING
Registration Number:	3696934	ZECCO
Registration Number:	3716666	ZECCO TRADING
Registration Number:	4003371	ZAP TRADE
Registration Number:	3947274	ZECCOPULSE THE VITAL SIGNS OF THE MARKETS
Serial Number:	85264459	ZECCO MOBILE
Serial Number:	85301163	
Serial Number:	85538337	A NEW BREED OF BROKER

CORRESPONDENCE DATA

Fax Number: 3124508101
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (312) 450-8183
Email: james.anderson@nxtcapital.com
Correspondent Name: James Anderson
Address Line 1: 191 N. Wacker Drive
Address Line 2: Suite 1200
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	MZC/PXS-031112-00011
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NAME OF SUBMITTER:	Michael A. Cramarosso
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Signature:	/Michael A. Cramarosso/
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Date:	07/10/2012
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Total Attachments: 7

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TRADEMARK GRANT OF SECURITY INTEREST

This Trademark Grant of Security Interest (this "Agreement") is dated the 9th day of July, 2012, between Zecco Holdings, Inc., a Delaware corporation ("Grantor"), which maintains its chief executive office and principal place of business located at 888 E. Las Olas Boulevard, 3rd Floor, Fort Lauderdale, Florida 33301 and NXT Capital, LLC, with its chief executive office and principal place of business located at 191 N. Wacker Drive, Suite 1200, Chicago, Illinois 60606 (together with its successors and assigns, the "Secured Party").

RECITALS

A. Grantor owns the trademarks, trademark registrations, trademark applications and is a party to the trademark licenses listed on Schedule 1 hereto.

B. Secured Party and Grantor are parties to an Amended and Restated Senior Loan and Security Agreement dated June 27, 2012 (the "Loan Agreement") and certain ancillary documents entered into in connection with the Loan Agreement, all as may be amended from time to time (hereinafter, with the Loan Agreement, referred to collectively as the "Loan Documents").

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of the tangible and intangible property of Grantor, including all right, title and interest of Grantor in, to and under all of the following property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (b) all reissues, extensions or renewals thereof, (c) any written agreement granting any right or license to use any trademark or trademark registration (the "Trademark Licenses") owned by others, and (d) all proceeds thereof.

D. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises contained herein, Grantor hereby agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all the Obligations, Grantor hereby grants and conveys to Secured Party a continuing security interest in and lien on all of Grantor's entire right, title and interest in and to the Trademarks, including without limitation the Trademarks and Trademark applications and the Trademark Licenses listed on Schedule 1 hereto (as the same may be amended pursuant hereto from time to time), including without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world and the goodwill of the business to which each of the Trademarks relates (all of the foregoing are collectively called the

“Trademark Collateral”). Secured Party is authorized to file this Agreement with the United States Patent and Trademark Office or any other governmental agency it deems necessary or desirable in order to secure and perfect its rights under this Agreement or the other Loan Documents.

2. Grantor represents, warrants and covenants that:

(a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons, except for Permitted Liens;

(b) The Trademark Collateral is subsisting and no part of the Trademark Collateral has been adjudged invalid or unenforceable, in whole or in part;

(c) The Trademark Collateral is valid and enforceable;

(d) No claim has been made that the use of any of the Trademark Collateral does or may infringe or violate the rights of any third person;

(e) Grantor has the unqualified right to enter into this Agreement and perform its terms;

(f) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark Collateral, unless Grantor determines that such Trademark Collateral is no longer useful in Grantor's business and discontinuance of such Trademark Collateral is in the best interests of Grantor; and

(g) Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality of products sold under the Trademarks.

3. Grantor agrees that, until all of the Obligations (other than inchoate indemnity obligations) shall have been satisfied in full, it will not enter into any agreement relating to Grantor's Trademarks (for example, a license agreement) which is inconsistent with Grantor's obligations under this Agreement other than Permitted Liens, without Secured Party's prior written consent.

4. If, before the Obligations (other than inchoate indemnity obligations) shall have been satisfied in full, Grantor shall obtain rights to any new Trademarks or any rights that would come within the definition of Trademark Collateral had such rights existed on the date hereof, the provisions of paragraph 1 shall automatically apply thereto and Grantor shall give Secured Party prompt written notice thereof pursuant to the terms of the Loan Agreement.

5. Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule 1 to include any future Trademarks or other rights described in paragraphs 1 and 4 hereof.

6. If any Event of Default shall have occurred, Secured Party shall have the rights and remedies given it by Section 9.03 of the Loan Agreement.

7. Intentionally Omitted.

8. Intentionally Omitted.

9. Following an Event of Default, Secured Party may protect, defend and maintain the Trademark Collateral in Grantor's name or in Secured Party's name, but at Grantor's expense, and Grantor hereby agrees to reimburse and indemnify Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Trademark Collateral.

10. Intentionally Omitted.

11. Grantor shall have the duty to prosecute diligently any Trademark applications pending as of the date of this Agreement or thereafter until the Obligations (other than inchoate indemnity obligations) shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademark Collateral. Any expenses incurred in connection with the Trademark Collateral shall be borne by Grantor. The Grantor shall not abandon any Trademark Collateral without the consent of Secured Party, unless Grantor determines such Trademark Collateral is no longer useful in Grantor's business and discontinuance of such Trademark Collateral is in the best interests of Grantor.

12. No course of dealing between Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Secured Party's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Documents, or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15. Grantor acknowledges and understands that Secured Party may sell, assign and/or transfer all or part of its interest hereunder to any person or entity (a "Transferee") without notice to or consent of Grantor. After such assignment the term "Secured Party" as used in this Agreement shall mean and include such Transferee, and such Transferee shall be vested with all rights, powers and remedies of Secured Party hereunder with respect to the interest so assigned; but with respect to any such interest not so transferred, Secured Party shall retain all rights, powers

and remedies hereby given. No such assignment by Secured Party shall relieve Grantor of any of its obligations hereunder. Grantor may not sell, assign or transfer its rights and obligations hereunder without the prior written consent of Secured Party.

16. This Agreement is subject to modification only by a writing signed by both parties, except as provided in paragraph 5.

17. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. To the extent the provisions of the UCC govern any aspect of this Agreement, the UCC as the same is, from time to time, in effect in the State of Delaware shall govern; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interest granted on the Trademark Collateral is required to be governed by the UCC as the same is, from time to time, in effect in a jurisdiction other than the State of Delaware, then such jurisdiction's UCC, as in effect, from time to time, shall govern only to the extent required by applicable law.


18. This Agreement has been delivered to Lender in the State of Illinois, and shall have been accepted by Lender in the State of Illinois. The parties hereto agree that any suit, action or proceeding with respect to this Agreement shall be brought and maintained exclusively in the courts of the State of Illinois, County of Cook and the United States District Court for the Northern District of Illinois; provided, that nothing in this Agreement shall be deemed or operate to preclude Lender from bringing suit or taking other legal action in any other jurisdiction if such action is brought in connection with enforcing any of Lender's rights against Borrower or with respect to the Trademark Collateral. The parties hereto hereby expressly and irrevocably submit to the jurisdiction of those courts for the purpose of any such suit, action or proceeding. The parties hereto hereby irrevocably waive, to the fullest extent permitted by law, any objection that any of them may now or hereafter have to venue of any suit, action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in any such court referred to above, and hereby further irrevocably waive any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in the Loan Agreement, and shall be deemed effective and received as set forth in Section 10.05 of the Loan Agreement.

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[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto, by their respective officers, have executed this Agreement as of the day and year first above written.

ZECCO HOLDINGS, INC.

By: 
Name: DENTIO MONTANILLO
Title: CEO & PRESIDENT

NXT CAPITAL, LLC

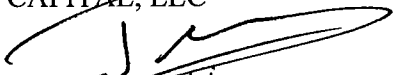
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto, by their respective officers, have executed this Agreement as of the day and year first above written.

ZECCO HOLDINGS, INC.

By: _____
Name: _____
Title: _____

NXT CAPITAL, LLC

By:  _____
Name: Jan Hoos
Title: Senior Managing Director

SCHEDULE 1
TO
TRADEMARK GRANT OF SECURITY INTEREST

TRADEMARKS			
Name	Date Issued	Registration Number	Status
Zecco	11/27/2007	3,346,206	Registered (US)
Zecco Trading (& Design) (Color)	12/01/2009	3,719,773	Registered (US)
Zecco (& Design) (Color)	10/13/2009	3,696,934	Registered (US)
Zecco Trading (& Design) (Black and White)	11/24/2009	3,716,666	Registered (US)
Zap Trade	7/26/2011	4,003,371	Registered (US)
Zeccopulse the Vital Signs of the Market (& Design)	4/19/2011	3,947,274	Registered (US)

TRADEMARK APPLICATIONS		
Name	Application Date	Application Number
Zecco Mobile	3/11/2011	85/264,459 (US)
Candlestick (Logo Only)	4/21/2011	85/301,163 (US)
Zecco Mobile	9/07/2011	1542573 (Canada)
Zecco Mobile	9/09/2011	9949803 (China)
Zecco Mobile	9/09/2011	010253251 (EU Community)
Zecco Mobile	9/09/2011	2011-65032 (Japan)
Zecco Mobile	9/09/2011	9949802 (China)
A New Breed of Broker	9/09/2012	85/538,337 (US)

TRADEMARK LICENSES			
Name	Date Issued	Registration Number	Licensor Name
Zecco	4/26/2007	1151389 (Australia)	Zecco International B.V.
Zecco	11/28/2009	5527460 (China)	Pure Projects B.V.
Zecco	5/31/2007	5173661 (EU Community)	Zecco Inernational, B.V.
Zecco (& Design)	3/22/2010	008356297 (EU Community)	Zecco International, B.V.

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