

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
KARMALoop, INC.		08/24/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	COMVEST CAPITAL II, L.P.
Street Address:	525 Okeechobee Boulevard, Suite 1050
City:	West Palm Beach
State/Country:	FLORIDA
Postal Code:	33401
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

<b>PROPERTY NUMBERS Total: 14</b>		
Property Type	Number	Word Mark
Registration Number:	4165982	BOYLSTON TRADING COMPANY
Registration Number:	3854201	JUNGLELIFE
Registration Number:	4158288	KARMALoop TV
Registration Number:	4146823	MONARK KARMALoop ELITE
Registration Number:	4146821	MONARK
Registration Number:	4101253	KAZBAH
Registration Number:	4091649	THE KELLY SHOW
Registration Number:	4091647	THE DAILY LOOP
Registration Number:	3955930	PLNDR
Registration Number:	3817839	STREETAMMO
Registration Number:	4099263	KLOTHING LIBERATION PROJECT
Registration Number:	4099262	KLP
Registration Number:	3408653	KARMALoop
Registration Number:	3402431	SONS OF LIBERTY

OP \$365.00 4165982

**CORRESPONDENCE DATA**

Fax Number: 3128637806

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

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6913.021
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	08/24/2012
Total Attachments: 5 source=Karmaloop Trademark Security Agreement#page1.tif source=Karmaloop Trademark Security Agreement#page2.tif source=Karmaloop Trademark Security Agreement#page3.tif source=Karmaloop Trademark Security Agreement#page4.tif source=Karmaloop Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of August 24, 2012, by and between Karmaloop, Inc., a Delaware corporation ("Grantor"), in favor of Comvest Capital II, L.P., ("Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof, by and among Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lender has agreed to make Loans to the Grantor;

WHEREAS, Grantor, the other grantors party thereto and Lender entered into that certain Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"), as security for all Obligations;

WHEREAS, pursuant to the Collateral Agreement, Grantor granted to Lender, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Lender, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Lender a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing.

3. **COLLATERAL AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Lender pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Collateral Agreement. Notwithstanding the foregoing, the Lender may modify this Agreement, after obtaining Grantor's signatures to such modification, by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by Grantor or any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

*[Signature Pages Follow]*

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

KARMALoop, INC.,  
a Delaware corporation

By: 

Name: Christopher Mastrangelo

Title: Chief Operating Officer

ACCEPTED AND ACKNOWLEDGED BY:

COMVEST CAPITAL II, L.P.

By: ComVest Capital II Partners, L.P.,  
Its General Partner

By: ComVest Capital II Partners UGP, LLC,  
Its General Partner

By: \_\_\_\_\_  
Name: *Robert J. Sella*  
Title: *Managing Partner*

**SCHEDULE A****Trademarks**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>	<b>OWNER INFORMATION</b>
BOYLSTON TRADING COMPANY	85213804	4165982	06/26/2012	Karmaloop, Inc.
JUNGLELIFE	77370317	3854201	09/28/2010	Karmaloop, Inc.
KARMALOOPTV	85017905	4158288	06/12/2012	Karmaloop, Inc.
MONARK KARMALOOPELITE	85498898	4146823	05/22/2012	Karmaloop, Inc.
MONARK	85498892	4146821	05/22/2012	Karmaloop, Inc.
KAZBAH	85226944	4101253	02/21/2012	Karmaloop, Inc.
THE KELLY SHOW	85019540	4091649	01/24/2012	Karmaloop, Inc.
THE DAILY LOOP	85018739	4091647	01/24/2012	Karmaloop, Inc.
PLNDR	85016075	3955930	05/03/2011	Karmaloop, Inc.
STREETAMMO	77882678	3817839	07/13/2010	Karmaloop, Inc.
KLOTHING LIBERATION PROJECT	77432462	4099263	02/14/2012	Karmaloop, Inc.
KLP	77432454	4099262	02/14/2012	Karmaloop, Inc.
JUNGLELIFE	77370317	3854201	09/28/2010	Karmaloop, Inc.
KARMALOOPTV	77243738	3408653	04/08/2008	Karmaloop, Inc.
SONS OF LIBERTY	77020105	3402431	03/25/2008	Karmaloop, Inc.