

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
BuyHappier.com LLC		10/23/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	800 West Madison Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	national banking association: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3787244	BIZ LIQUIDITY	
Registration Number:	3736919	BUYHAPPIER.COM	
Registration Number:	4019489	DON'T JUST BUY, BUY HAPPIER	
CORRESPONDENCE DATA			
Fax Number:	3123606574		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3123606000		
Email:	agoldstein@freebornpeters.com		
Correspondent Name:	Andrew L. Goldstein		
Address Line 1:	311 S. Wacker Drive		
Address Line 2:	Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	28877-0001		

NAME OF SUBMITTER:	Andrew L. Goldstein
Signature:	/alg/
Date:	10/24/2012
Total Attachments: 6 source=Fully Executed Trademark Security Agreement#page1.tif source=Fully Executed Trademark Security Agreement#page2.tif source=Fully Executed Trademark Security Agreement#page3.tif source=Fully Executed Trademark Security Agreement#page4.tif source=Fully Executed Trademark Security Agreement#page5.tif source=Fully Executed Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 23, 2012, (as the same may be amended, modified, supplemented or restated from time to time, this "Agreement") is made by and between BuyHappier.com LLC, a Delaware limited liability company ("Grantor"), and MB Financial Bank, N.A., a national banking association ("Lender").

WITNESSETH:

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to that certain Loan and Security Agreement dated October 23, 2012 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the "Loan Agreement"), by and between Grantor and Lender, Lender has agreed to make certain loans and other extensions of credit to or for the account of Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Lender for the benefit of Lender a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Grantor's Obligations;

WHEREAS, Lender has required, as a condition, among others, to the making of any loans or other extensions of credit under the Loan Agreement, that Grantor execute and deliver this Agreement in favor of Lender;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now or hereafter existing and whether now owned or hereafter acquired:

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof listed on Schedule 1 attached hereto and made a part hereof, and (i) all licenses of the foregoing, whether as licensee or licensor, (ii) all renewals of the foregoing, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages, claims and payments for past and future

infringements thereof, (iii) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding to any of the foregoing throughout the world;

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other Person, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule 1 attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such; and

(c) all proceeds of all of the foregoing;

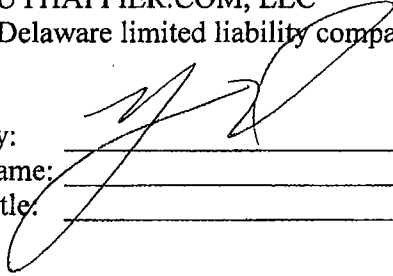
Further, this security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

This Agreement is made for collateral security purposes only. This Agreement shall create a security interest in the Trademark Collateral and shall terminate upon final payment in full of the Grantor's Obligations and termination of the Loan Agreement. Upon such termination and at the written request of Grantor or its successors or assigns, and at the cost and expense of Grantor or its successors or assigns, the Lender shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Lender's security interest in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement or the Loan Agreement.

*- Remainder of Page Intentionally Left Blank -
Signature Pages Follow*

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

BUYHAPPIER.COM, LLC
a Delaware limited liability company

By: 
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

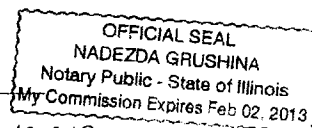
STATE OF Illinois :
COUNTY OF Cook :

On this, the 15 day of October, 2012, before me, the undersigned notary public, personally appeared Aaron Miller who acknowledged himself/herself to be Manager of BuyHappier.com, a LLC, and the he/she as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Naderda Grushina
Notary Public


My Commission Expires: 02/02/2013



[NOTARY PAGE TO TRADEMARK SECURITY AGREEMENT]

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

MB FINANCIAL BANK, N.A., as Lender

By: 
Name: SCOTT McEL
Title: FVP

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF OCTOBER 23, 2012**

TRADEMARKS

Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
US	BIZ LIQUIDITY	Registered	77/836,171	28-Sep-2009	3,787,244	11-May-2010
US	BUYHAPPIER.COM (w/design)	Registered	77/776,754	08-Jul-2009	3,736,919	12-Jan-2010
US	DON'T JUST BUY, BUY HAPPIER	Registered	85/237,940	09-Feb-2011	4,019,489	30-Aug-2011

LICENSES

None.