

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
Hats.com, LLC		09/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Sovereign Bank, N.A.		
Street Address:	601 Penn Street		
City:	Reading		
State/Country:	PENNSYLVANIA		
Postal Code:	19601		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2556947	HATS.COM	
CORRESPONDENCE DATA			
Fax Number:	7172914660		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	717-299-5201		
Email:	ipdocket@barley.com		
Correspondent Name:	Scott F. Landis		
Address Line 1:	PO Box 1559		
Address Line 4:	Lancaster, PENNSYLVANIA 17608-1559		
ATTORNEY DOCKET NUMBER:	15355-900		
NAME OF SUBMITTER:	Scott F. Landis		
Signature:	/scott f. landis/		

Date:

12/03/2012

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement"), dated as of September 20, 2012, among HATS.COM, LLC ("Grantor") and SOVEREIGN BANK, N.A. (the "Bank").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Intellectual Property Security Agreement, dated as of September 20, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among Grantor and Bank.

B. The rules of construction and other interpretive provisions specified in the Security Agreement shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 5(u) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Bank in Grantor's Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Bank and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Bank a security interest in all of such Grantor's rights, title and interest in and to the United States Trademark registrations and applications set forth in Exhibit A hereto (collectively, the "Collateral").

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Borrower's Obligations.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder

to, and the rights and remedies of, Bank with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF PENNSYLVANIA AND APPLICABLE FEDERAL LAWS GOVERNING THE COLLATERAL.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13(d) of the Security Agreement. All communications and notices hereunder to Grantor shall be given to it in case of the Company at the Company's address set forth in Section 13(d) of the Security Agreement.

SECTION 9. Expenses. Grantor agrees to reimburse the Bank for its reasonable, documented and invoiced out-of-pocket expenses in connection with this IP Security Agreement in accordance with Section 4.7 of the Loan Agreement.

SECTION 10. Release of Security Interest. In connection with the termination or release of Security Interests evidenced by the Security Agreement, the Bank shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release.

IN WITNESS WHEREOF, Grantor and the Bank have duly executed this IP Security Agreement as of the day and year first above written.

HATS.COM, LLC

By: David A. Huber
David A. Huber, Chief Financial Officer

SOVEREIGN BANK, N.A.

By: Philip B. Shober
Philip B. Shober, Senior Vice President

Exhibit "A"

Collateral

Trademark	Registration No.	Registration Date
hats.com	2,556,947	April 2, 2002