

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
SkyMall, Inc.		12/03/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Innovative Brands, LLC
Street Address:	2525 E. Camelback Road
Internal Address:	Suite 850
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85016
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1896668	BEJEWELLED ELEGANCE
Registration Number:	2393679	SKYDISC
Registration Number:	2812017	SKYDISC
Registration Number:	1708173	SKYMALL
Registration Number:	2258774	SKYMALL
Registration Number:	2560417	SKYMALL
Registration Number:	2716526	SKYMALL
Registration Number:	2343788	SKYMALL.COM
Registration Number:	2345744	SKYMALLTRAVEL.COM
Registration Number:	2351950	SKYMALLTRAVEL.COM
Registration Number:	1843376	TRAVELMALL

CORRESPONDENCE DATA

Fax Number: 6027985595

CH \$290.00 1896668

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

Phone: (602) 798-5517
Email: colej@ballardspahr.com
Correspondent Name: Jamie D. Cole
Address Line 1: 1 East Washington Street
Address Line 2: Suite 2300
Address Line 4: Phoenix, ARIZONA 85004-2555

ATTORNEY DOCKET NUMBER:	00143334
NAME OF SUBMITTER:	Jamie D. Cole
Signature:	/Jamie D. Cole/
Date:	12/05/2012

Total Attachments: 5

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AMENDED AND RESTATED
TRADEMARK COLLATERAL AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK COLLATERAL AGREEMENT is executed this 3rd day of December, 2012, by and between SkyMall, Inc., a Delaware corporation (“Debtor”), with its principal place of business and mailing address at 1520 East Pima Street, Phoenix, Arizona 85034, and Innovative Brands, LLC, a Delaware limited liability company (“Assignee”), with its mailing address of 2525 E. Camelback Road, Suite 850, Phoenix, Arizona 85016, as successor to Bank of Montreal (“BMO”), in its capacity as the administrative agent and sole Secured Creditor as defined in that certain Security Agreement hereinafter defined.

BACKGROUND

A. Debtor and BMO executed the Trademark Collateral Agreement dated as of February 6, 2006 (the “Trademark Collateral Agreement”) in connection with the Security Agreement dated as of December 1, 2005 among Debtor, the other debtors party thereto and BMO, as successor to Harris N.A., as amended, modified, supplemented or restated from time to time (the “Security Agreement”).

B. Assignee has assumed all of the rights and obligations of BMO under that certain Second Amended and Restated Credit Agreement dated as of February 26, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) Credit Agreement pursuant to the Assignment of Loan and Loan Documents dated as of even date herewith (the “Loan Assignment”) among the lenders party to the Credit Agreement, BMO, Assignee, the Debtor and the guarantors party thereto.

C. In connection with the Loan Assignment, Debtor desires to amend and restate the Trademark Collateral Agreement whereby Debtor assigns and grants to Assignee a lien on and a continuing security interest in the trademarks hereinafter described.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor assigns, mortgages and pledges to, and grants to Assignee, a lien on and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in the Security Agreement.

Notwithstanding anything herein to the contrary, this Amended and Restated Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Assignee of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Amended and Restated Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Assignee, for the ratable benefit of Assignee, on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Amended and Restated Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor and Assignee have caused this Amended and Restated Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SKYMALL, INC.

By: *Christine Aquilino*
Name: *Christine Aquilino*
Title: *President*

INNOVATIVE BRANDS, LLC


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor and Assignee have caused this Amended and Restated Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SKYMALL, INC.

By: _____
Name: _____
Title: _____

INNOVATIVE BRANDS, LLC

By:  _____
Name: TINA RHODES-HALL
Title: AUTHORIZED REPRESENTATIVE

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

TRADEMARKS	REG. DATE	REG. #
BEJEWELLED ELEGANCE	05-30-1995	1,896,668
SKYDISC	10-10-2000	2,393,679
SKYDISC & Design	02-10-2004	2,812,017
SKYMALL	08-18-2002	1,708,173
SKYMALL	07-06-1999	2,258,774
SKYMALL & Design	04-09-2002	2,560,417
SKYMALL & Design	05-13-2003	2,716,526
SKYMALL.COM	04-18-2000	2,343,788
SKYMALLTRAVEL.COM	04-25-2000	2,345,744
SKYMALLTRAVEL.COM	05-23-2000	2,351,950
TRAVELMALL	07-05-1994	1,843,376

PENDING FEDERAL TRADEMARK APPLICATIONS

NONE

FOREIGN REGISTERED TRADEMARKS

COUNTRY	TRADEMARK	REG. #	REG. DATE
Puerto Rico	Skymall	45744	3/31/01