

## 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: 5			
Property Type	Number	Word Mark	
Registration Number:	1832976	SKY MALL FACTORY OUTLET	
Registration Number:	1802273	SKYADPLUS	
Registration Number:	1808050	THE WORLD TRAVELER'S SHOPPING MALL	
Registration Number:	1806478	THE WORLD'S IN-FLIGHT SHOPPING MALL	
Registration Number:	2219110	VIRTUAL DELIVERY	
CORRESPONDENCE DATA			
Fax Number:	6027985595		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

CH \$140.00 1832976

ATTORNEY DOCKET NUMBER:	00143334
NAME OF SUBMITTER:	Jamie D. Cole
Signature:	/Jamie D. Cole/
Date:	12/05/2012
<b>Total Attachments: 6</b> source=Trademark Collateral Agreement-SkyMall, Inc.-2-to Innovative Brands, LLC#page1.tif source=Trademark Collateral Agreement-SkyMall, Inc.-2-to Innovative Brands, LLC#page2.tif source=Trademark Collateral Agreement-SkyMall, Inc.-2-to Innovative Brands, LLC#page3.tif source=Trademark Collateral Agreement-SkyMall, Inc.-2-to Innovative Brands, LLC#page4.tif source=Trademark Collateral Agreement-SkyMall, Inc.-2-to Innovative Brands, LLC#page5.tif source=Trademark Collateral Agreement-SkyMall, Inc.-2-to Innovative Brands, LLC#page6.tif	

**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 March 30, 2007 (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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

INNOVATIVE BRANDS, LLC

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

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 Aquilera*  
Name: *Christine Aquilera*  
Title: *President*

INNOVATIVE BRANDS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

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

<b>TRADEMARKS</b>	<b>FILED</b>	<b>SERIAL #</b>	<b>REG. DATE</b>	<b>REG. #</b>
SKY MALL FACTORY OUTLET and Design	7-13-1992	74/293,885	4-26-1994	1,832,976
SKYADPLUS	11-27-1992	74/334,801	11-2-1993	1,802,273
THE WORLD TRAVELER'S SHOPPING MALL	7-13-1992	74/293,888	11-30-1993	1,808,050
THE WORLD'S IN-FLIGHT SHOPPING MALL	7-13-1992	74/293,879	11-23-1993	1,806,478
VIRTUAL DELIVERY	5-17-1994	74/525,603	1-19-1999	2,219,110

**PENDING FEDERAL TRADEMARK APPLICATIONS**

**NONE**

**FOREIGN REGISTERED TRADEMARKS**

<b>COUNTRY</b>	<b>TRADEMARKS</b>	<b>FILED</b>	<b>SERIAL #</b>	<b>REG. DATE</b>	<b>REG. #</b>
Australia	SKYMALL	4-22-1999	791956	4-22-1999	791956
Bermuda	SKYMALL	5-4-1999	30662	5-4-1999	30662
Brazil	SKYMALL	10-6-1999	822084104	5-18-2004	822084104
Canada	SKYMALL	5-19-1999	101604400	11-3-2000	TMA536589
Costa Rica	SKYMALL		3171-99	6-21-2000	120675
European Community	SKYMALL	4-15-1999	1139617	4-15-1999	1139617
Guatemala	SKYMALL			10-24-1999	99533
Hong Kong	SKYMALL	6-22-2000	13753/2000	6-22-2000	8505/2002
Hong Kong	SKYMALL	5-23-1998	6725/1998	1-24-2000	1527/2000
Japan	SKYMALL	11-5-1998	10-94572	1-14-2000	4352071
Japan	SKYMALL			12-24-1993	2610676

Korea, Republic of	SKYMALL	11-4-1998	98-9033	12-13-2001	72413
Mexico	SKYMALL	5-24-1999	376473	5-24-1999	696646
Mexico	SKYMALL	1-12-2001	465841	1-12-2001	694994
Peru	SKYMALL	4-29-1999	83489	11-30-1999	19624
Singapore	SKYMALL	9-18-1998	T98/094561	9-18-1998	T98/094561
Switzerland	SKYMALL	4-23-1999	3602	4-23-1999	467639
Taiwan	SKYMALL	10-9-1998	(87) 49359	11-16-1999	S117767
United Kingdom	AIRMALL	4-16-1994		5-26-1995	1569110
United Kingdom	SKYMALL	7-22-1992		5-13-1994	1507541
United Kingdom	SKYMALL	2-22-1992		7-22-1994	1492187
United Kingdom	SKYMALL	2-22-1992		7-22-1994	1492186