

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
Fulfillment Corporation of America		12/12/2012	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	The Central Valley Fund II (SBIC), L.P.
Street Address:	1590 Drew Avenue, Suite 110
City:	Davis
State/Country:	CALIFORNIA
Postal Code:	95618
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	The Central Valley Fund II, L.P.
Street Address:	1590 Drew Avenue, Suite 110
City:	Davis
State/Country:	CALIFORNIA
Postal Code:	95618
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85185476	DIGITAL FULFILLMENT
Serial Number:	85185463	DIGITAL FULFILLMENT
Serial Number:	76409629	3E-FULFILLMENT
Serial Number:	76440175	3E-FULFILLMENT

CORRESPONDENCE DATA

Fax Number: 9165205656
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$115.00 85185476

Phone: (916) 444-1000
Email: cglance@downeybrand.com
Correspondent Name: Jeffrey M. Koewler
Address Line 1: 621 Capitol Mall, Floor 18
Address Line 4: Sacramento, CALIFORNIA 95814

ATTORNEY DOCKET NUMBER:	37278.00012
NAME OF SUBMITTER:	Jeffrey M. Koewler
Signature:	/s/ Jeffrey M. Koewler
Date:	01/08/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 12, 2012, by FULFILLMENT CORPORATION OF AMERICA, INC., an Oregon corporation ("**Borrower**"), in favor of THE CENTRAL VALLEY FUND II (SBIC), L.P., a Delaware limited partnership ("**SBIC**") and THE CENTRAL VALLEY FUND II, L.P., a Delaware limited partnership ("**CVF**" and together with SBIC, the "**Secured Party**"), with reference to the following:

WITNESSETH:

WHEREAS, the Borrower and Secured Party and have entered into a Senior Subordinated Loan Agreement dated as of the date hereof (the "**Loan Agreement**");

WHEREAS, as a further condition to the Secured Party's entry into the Loan Agreement, the parties have entered into that certain Security Agreement, dated as of the date hereof (referred to herein as the "**Security Agreement**") as well as that certain Patent, Trademark and Copyright Security Agreement, dated as of the date hereof (referred to herein as the "**IP Security Agreement**"); and

WHEREAS, this Trademark Security Agreement (this "**Agreement**") is executed in connection with the IP Security Agreement, and in order to register this Agreement with the United States Patent and Trademark Office, Borrower is required to execute and deliver this Agreement to the Secured Party.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the IP Security Agreement or the Security Agreement, as the case may be.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Borrower hereby grants to the Secured Party a continuing security interest in all of Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**");

(a) all of the Trademarks referred to on Schedule I hereto and all registrations thereof;

(b) all applications for registration of any such Trademarks now or hereafter filed by Borrower, including those referred to on Schedule I hereto;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (i) infringement or dilution of each such Trademark or (ii) injury to the goodwill associated with any such Trademark.

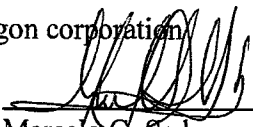
3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement and the IP Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the continuing security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants that on the date hereof (a) Schedule I hereto accurately and completely lists all of the registered Trademarks and all applications for registration of such Trademarks in which Borrower holds any right, title or interest; and (b) Borrower holds all right, title and interest to such Trademarks and applications.

[Signature Page Follows]

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

**FULFILLMENT CORPORATION OF AMERICA,
INC.,**
an Oregon corporation

By: 
Name: Marcelo G. Sada
Title: CHAIRMAN OF THE BOARD

ACCEPTED AND ACKNOWLEDGED BY:

THE CENTRAL VALLEY FUND II (SBIC), LP,
a Delaware limited partnership

By: Gael Partners II (SBIC), LLC
Its: General Partner

By: _____
Name: Jose C. Blanco
Its: Authorized Signatory

THE CENTRAL VALLEY FUND II, LP,
a Delaware limited partnership

By: Gael Partners II, LLC
Its: General Partner

By: _____
Name: Jose C. Blanco
Its: Authorized Signatory

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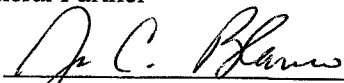
**FULFILLMENT CORPORATION OF AMERICA,
INC.,**
an Oregon corporation

By: _____
Name: Marcelo G. Sada
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

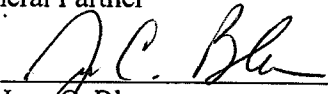
THE CENTRAL VALLEY FUND II (SBIC), LP,
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Its: Authorized Signatory

THE CENTRAL VALLEY FUND II, LP,
a Delaware limited partnership

By: Gael Partners II, LLC
Its: General Partner

By: 
Name: Jose C. Blanco
Its: Authorized Signatory

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

UNITED STATES ISSUED TRADEMARKS
REGISTRATIONS

Trademarks and Service Marks

“Digital Fulfillment” Trademark, US Serial Number 85185476, application abandoned September 6, 2011.

“Digital Fulfillment” Service Mark, US Serial Number 85185463, application abandoned September 6, 2011.

“3E-FULFILLMENT” Service Mark, US Serial Number 76409629, publication date April 28, 2003.

Typed Drawing

Word Mark 3E-FULFILLMENT

Goods and Services and IC 035. US 100 101 102. G & S: Order fulfillment services. FIRST USE: 20000628. FIRST USE IN COMMERCE: 20000628

Mark Code Drawing (1) TYPED DRAWING

“3E-FULFILLMENT” Trademark and Service Mark, US Serial Number 76440175, publication date March 16, 2004.

Typed Drawing

Word Mark 3E-FULFILLMENT

Goods and Services and IC 009. US 021 023 026 036 038. G & S: Computer software for fulfillment services process management, namely software for managing the movement and processing of assets and/or packages; including order processing, pack verification, addressing, carrier rating, labeling and delivery confirmations; and computer software for developing fulfillment service web sites. FIRST USE: 20020701. FIRST USE IN COMMERCE: 20020701

IC 042. US 100 101. G & S: Computer software consultation to fulfillment service providers; and providing temporary use of on-line non-downloadable software for managing fulfillment service contracts. FIRST USE: 20020701. FIRST USE IN COMMERCE: 20020701

Mark Code Drawing (1) TYPED DRAWING