

## 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
Sourcing Network International, LLC		12/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Business Credit Corporation		
Street Address:	360 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85703061	B-ICONIC DEFINE YOURSELF	
Serial Number:	85703063	B-ICONIC DEFINE YOURSELF FOR LESS	
Registration Number:	3472120	CLÖUDZ	
Registration Number:	3690061	CLÖUDZ	
Registration Number:	4245293	CLÖUDZ PLUSH	
Serial Number:	85581797	CLÖUDZ PLUSH	
Registration Number:	3690020	CLÖUDZ TRAVEL COMFORT CATCH SOME ZZZZZZZ	
Registration Number:	3755243	CLÖUDZ TRAVEL TRONICS	
Serial Number:	85650730	COMFORLITE INSIDE	
Registration Number:	2599709	DRUGSTORE-DIRECT	
Registration Number:	2958924	MUSEUM ARTIFACTS	
Registration Number:	2600966	OUR VERSIONS	
Serial Number:	85654040	TRAVELAB	

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**CORRESPONDENCE DATA**

Fax Number: 4045725135

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

Phone: 404-572-3458

Email: slake@kslaw.com

Correspondent Name: Susan Lake, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	06726.009221
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NAME OF SUBMITTER:	Susan Lake
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Signature:	/Susan Lake/
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Date:	01/16/2013
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 26, 2012, is made by the undersigned (the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("Lender"), pursuant to that certain Credit and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto, and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

### WITNESSETH:

#### RECITALS.

E. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

F. The Lender proposes to make certain loans to the Company pursuant to the Credit Agreement; and

G. Pursuant to the Credit Agreement, the Company has granted to the Lender a security interest in, among property described therein, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

H. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender a security interest in the Property (as hereinafter defined);

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the applicable office or agency of the United States of America, referred to in Schedule I

attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants a security interest to the Lender in all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; and (b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule I hereto.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Credit Agreement. Upon termination of this Agreement, the Lender shall, at the expense of the Company, execute and deliver to the Company all releases, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Credit Agreement.

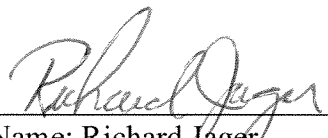
5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Credit Agreement with respect to such new Trademark. The Company authorizes the Lender to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

6. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, except to the extent that perfection (and the effect of perfection and nonperfection) and certain remedies may be governed by the laws of any jurisdiction other than the State of New York.



IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.


“COMPANY”

SOURCING NETWORK  
INTERNATIONAL, LLC

By:   
Name: Richard Jager  
Title: Chief Financial Officer

**Schedule 1**

COUNTRY	MARK NAME	STATUS	(APPLICATION)/ REGISTRATION NUMBER	REGISTRATION DATE	ASSIGNMENT INFO (when necessary)
USA	B-ICONIC DEFINE YOURSELF	FILED	(85/703061)		
USA	B-ICONIC DEFINE YOURSELF FOR LESS	FILED	(85/703063)		
Canada	CLOUDZ	FILED	(1569478)		
USA	CLOUDZ	REGISTERED	3,472,120	07/22/2008	
USA	CLÖUDZ	REGISTERED	3,690,061	09/29/2009	
Community Trademark	CLÖUDZ	REGISTERED	10,726,842	08/14/2012	
Canada	CLOUDZ PLUSH	FILED	(1569518)		
USA	CLÖUDZ PLUSH	REGISTERED	4,245,293	11/20/2012	
USA	CLÖUDZ PLUSH	FILED	(85/581797)		
Community Trademark	CLÖUDZ PLUSH	REGISTERED	10,726,834	08/27/2012	
USA		REGISTERED	3,690,020	09/29/2009	
USA		REGISTERED	3,755,243	03/02/2010	

COUNTRY	MARK NAME	STATUS	(APPLICATION)/ REGISTRATION NUMBER	REGISTRATION DATE	ASSIGNMENT INFO (when necessary)
USA	COMFORLITE INSIDE	FILED	(85/650730)		
USA	DRUGSTORE-DIRECT	REGISTERED	2,599,709	07/23/2002	
USA	MUSEUM ARTIFACTS	REGISTERED	2,958,924	06/07/2005	
USA	 Our Versions	REGISTERED	2,600,966	07/30/2002	
USA	TRAVELAB	FILED	(85/654040)		