

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Monica Botkier		12/19/2012	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
Name:	Merchant Factors Corp.		
Street Address:	1441 Broadway		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	3649736	BOTKIER	
Registration Number:	3649746	BOTKIER	
Serial Number:	77492900	BOTKIER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2129722245		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IWinters@klestadt.com		
Correspondent Name:	Ian R. Winters		
Address Line 1:	570 Seventh Avenue		
Address Line 2:	17th Floor		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Ian R. Winters		
Signature:	/Ian R. Winters/		

OP \$90.00 3649736

Date:

02/21/2013

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

December 19

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of ~~July~~ 2012 by and among MONICA BOTKIER, an individual residing at 169 Adelphi Street, Brooklyn, New York 11205, ("Grantor") and MERCHANT FACTORS CORP. ("Secured Party").

RECITALS

Whereas, Monica Botkier ("Borrower") and the Secured Party have entered into a Discount Factoring Agreement, dated as of June 14, 2012 (as may be amended or modified from time to time, the "Factoring Agreement");

Whereas, Grantor is the sole member of the Borrower and the record owner of certain trademarks used in connection with Borrower's business;

Whereas, in connection with the Factoring Agreement, Grantor has executed a certain Limited Guaranty guaranteeing the Obligations (as defined in the Factoring Agreement) of Borrower under the Factoring Agreement; and

Whereas, in order to induce the Secured Party to enter into and extend credit to the Borrower under the Factoring Agreement and to further secure the Obligations (as defined in the Factoring Agreement), Grantor has agreed to grant the Secured Party a security interest in the Pledged Trademark Collateral (defined below);

Now, therefore, in consideration of the premises and to induce the Secured Party to enter into the Factoring Agreement, the Grantor hereby agrees with the Secured Party, as follows:

SECTION 1. Definitions.

(a) Defined Terms in the Factoring Agreement. Unless otherwise defined herein, terms defined in the Factoring Agreement and used herein have the meanings given to them in the Factoring Agreement.

(b) Definitions in this Agreement. The following terms, as used in this Agreement, have the following meanings:

"Goodwill" shall mean, collectively, the goodwill connected with such Grantor's business including all goodwill connected with (i) the use of and symbolized by any Trademark or Intellectual Property with respect to any Trademark in which Grantor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of such Grantor's business.

"Proceeds" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" shall mean, collectively, all trademarks (including service marks), slogans,

logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Secured Party a lien on and security interest in and to all of such Grantor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

- (a) all Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Factoring Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party, with respect to the security interest in the Pledged Trademark Collateral made and granted hereby are more fully set forth in the Factoring Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Factoring Agreement, the provisions of the Factoring Agreement shall control unless the Secured Party shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations in cash, or the provision of a letter of indemnity in a form and substance acceptable to Secured Party, the Secured Party shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Agreement.

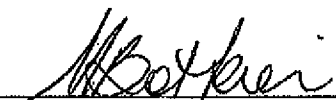
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

In witness whereof, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MONICA BOTKIER

By   
Name:

ACCEPTED AND AGREED:

SECURED PARTY:

MERCHANT FACTORS CORP.

By  \_\_\_\_\_

Name:

Title:

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATION**

Registrations:

Trademark	Registration Number	Jurisdiction	Owner
BOTKIER	3649736	United States	Monica Botkier
BOTKIER	3649746	United States	Monica Botkier

Application:

Trademark	Application Number	Jurisdiction	Owner
BOTKIER	77492900	United States	Monica Botkier

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**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone:(800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)	21269 KLESTADT & WIN
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	36972784 NUNY

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME			
OR			
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
Botkier	Monica		
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
169 Adelphi Street	Brooklyn	NY	11205 USA

1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR			
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME			
Merchant Factors Corp.			
OR			
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
1441 Broadway, 22nd Floor	New York	NY	10018 USA

4. This FINANCING STATEMENT covers the following collateral:  
  
See Collateral Attachment

5. ALTERNATIVE DESIGNATION [if applicable]  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [All Debtors]  Debtor 1  Debtor 2 [ADDITIONAL FEE] [optional]

8. OPTIONAL FILER REFERENCE DATA  
36972784

Botkier / Merchant Factors

FILING OFFICE COPY - NATIONAL UCC FINANC

FILING NUMBER: 201302140084705 REEL: 004967 FRAME: 0805

CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282



**Collateral Attachment**

Grantor hereby pledges and grants to Secured Party a lien on and security interest in and to all of such Grantor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time:

- (a) all Trademarks listed on Schedule I;
- i. "Trademarks" shall mean, collectively, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof;

**Schedule I:**

Trademark	Registration Number	Jurisdiction	Owner
BOTKIER	3649736	United States	Monica Botkier
BOTKIER	3649746	United States	Monica Botkier
BOTKIER	4206173	United States	Monica Botkier

- (b) all Goodwill associated with such Trademarks; and

ii. "Goodwill" shall mean, collectively, the goodwill connected with such Grantor's business including all goodwill connected with (i) the use of and symbolized by any Trademark or Intellectual Property with respect to any Trademark in which Grantor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of such Grantor's business

(c) all Proceeds of any and all of the foregoing.

iii. "Proceeds" shall have the meaning set forth in Article 9 of the UCC.

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