

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
Totsy, Inc.		03/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Salus Capital Partners, LLC
Street Address:	197 First Avenue, Suite 250
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3799156	TOTSY
Registration Number:	4076902	TOTSY
Registration Number:	3321201	MAMASOURCE

CORRESPONDENCE DATA	
Fax Number:	6175024041
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	6172484041
Email:	rchase@choate.com
Correspondent Name:	Rachel Chase
Address Line 1:	Two International Place
Address Line 2:	Choate, Hall & Stewart LLP
Address Line 4:	Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010280-0020
NAME OF SUBMITTER:	Rachel Chase

OP \$90.00 3799156

Signature:	/rsc/
Date:	03/28/2013
Total Attachments: 4 source=Salus Grant of Security Interest in Trademarks#page1.tif source=Salus Grant of Security Interest in Trademarks#page2.tif source=Salus Grant of Security Interest in Trademarks#page3.tif source=Salus Grant of Security Interest in Trademarks#page4.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

March 28, 2013

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TOTSY, INC., a Delaware corporation with its principal office at 75 Broad Street, 15th Floor, New York, New York 10004 (the "Grantor"), hereby grants to SALUS CAPITAL PARTNERS, LLC, a Delaware limited liability company with its principal office at 197 First Avenue, Suite 250, Needham, Massachusetts 02494, as collateral agent (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

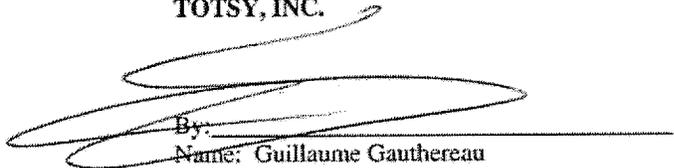
THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by and between the Grantor and the Grantee, dated as of March 28, 2013 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

GRANTOR:

TOTSY, INC.



By: _____

Name: Guillaume Gauthereau

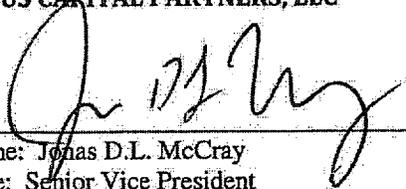
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest (Trademarks)]

TRADEMARK
REEL: 004993 FRAME: 0677

GRANTEE:

SALUS CAPITAL PARTNERS, LLC

By: 
Name: Jonas D.L. McCray
Title: Senior Vice President

[Signature Page to Grant of Security Interest (Trademarks)]

TRADEMARK
REEL: 004993 FRAME: 0678

SCHEDULE A

Mark	Reg. No.	Reg. Date
TOTSY	3799156	June 8, 2010
TOTSY & Design	4076902	December 27, 2011
MAMASOURCE	3321201	October 23, 2007