

## 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
FLUD WATCHES, LLC		04/05/2013	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	COMVEST CAPITAL II, L.P.		
Street Address:	525 Okeechobee Boulevard, Suite 1050		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4305881	FLÜD	
Registration Number:	4292726	FLÜD	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6913.021		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$65.00 4305881

Signature:	/njb/
Date:	04/08/2013
Total Attachments: 4 source=Flud Trademark Security Agreement#page1.tif source=Flud Trademark Security Agreement#page2.tif source=Flud Trademark Security Agreement#page3.tif source=Flud Trademark Security Agreement#page4.tif	

## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of April 5, 2013 (this "Amendment") is by and between FLUD WATCHES, LLC, a New York limited liability company ("Grantor") and COMVEST CAPITAL II, L.P. ("Lender").

### WITNESSETH:

WHEREAS, Grantor and Lender entered into that certain Credit Agreement dated August 24, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, and in order to secure Grantor's Obligations, Grantor and Lender entered into that certain Trademark Security Agreement, dated as of August 24, 2012 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"); and

WHEREAS, Grantor and Lender have agreed to amend the Trademark Security Agreement in order to supplement Schedule A thereto to add additional Trademark Collateral to such Schedule A;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. Schedule A to the Trademark Security Agreement is hereby amended by supplementing such Schedule A to include the information set forth on Schedule A attached hereto.

2. Miscellaneous.

(a) Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

(b) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

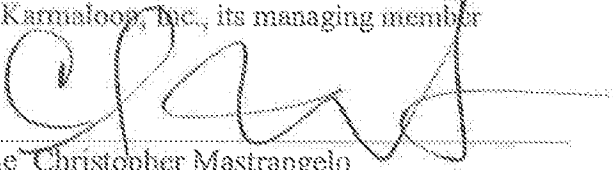
(d) Except as expressly amended hereby, the Trademark Security Agreement shall remain in full force and effect.

\* \* \* \*

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

**GRANTOR:**

FLUD WATCHES, LLC,  
a New York limited liability company  
By: Karmaloon, Inc., its managing member

By   
Name Christopher Mastrangelo  
Title Chief Operating Officer

**LENDER:**

COMVEST CAPITAL II, L.P.

By: ComVest Capital II Partners, L.P.,  
Its General Partner

By: ComVest Capital II Partners UGP, LLC,  
Its General Partner

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

**GRANTOR:**

FLUD WATCHES, LLC,  
a New York limited liability company  
By: Karmaloop, Inc., its managing member

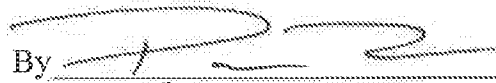
By: \_\_\_\_\_  
Name Christopher Mastrangelo  
Title Chief Operating Officer

**LENDER:**

COMVEST CAPITAL II, L.P.

By: ComVest Capital II Partners, L.P.,  
Its General Partner

By: ComVest Capital II Partners UGP, LLC,  
Its General Partner

By:   
Name Daniel Lee  
Title Managing Director

**SCHEDULE A**

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS**

Trademark	Registration No.	Registration Date
FLÜD	4305881	03/19/2013
FLÜD	4292726	02/19/2013