

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
Delivery Agent, Inc.		04/18/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth III, L.P.		
Street Address:	150 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85850493	SHOPTV	
Registration Number:	3205805	SEENON	
Registration Number:	3378121	SEEN ON!	
CORRESPONDENCE DATA			
Fax Number:	4157385371		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4153813283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Rd		
Address Line 4:	San Francisco, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG3-DA		
NAME OF SUBMITTER:	Benjamin Greenspan		

OP \$90.00 85850493

Signature:	/bg2/
Date:	04/18/2013
Total Attachments: 3 source=2013_04_18_Trademark Notice DA#page1.tif source=2013_04_18_Trademark Notice DA#page2.tif source=2013_04_18_Trademark Notice DA#page3.tif	

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of April 18, 2013 ("Trademark Agreement"), is between Delivery Agent, Inc., a Delaware corporation with its principal place of business at 300 California Street, 3rd Floor, San Francisco, CA 94104 ("Assignor") and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement of even date herewith, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit I hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date herewith, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Delivery Agent, Inc.

By 

Name: Kelyn Brannon

Title: Chief Financial Officer

Assignee:

PARTNERS FOR GROWTH III, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth III, LLC
Its General Partner

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of April 18, 2013 ("Trademark Agreement"), is between Delivery Agent, Inc., a Delaware corporation with its principal place of business at 300 California Street, 3rd Floor, San Francisco, CA 94104 ("Assignor") and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement of even date herewith, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit I hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date herewith, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Delivery Agent, Inc.

By _____

Name: _____

Title: _____

Assignee:

PARTNERS FOR GROWTH III, L.P.

By Jason Georgatos

Name: Jason Georgatos

Title: Manager, Partners for Growth III, LLC
Its General Partner

EXHIBIT 1

Delivery Agent, Inc.

Trademark Schedule

Serial Number - Registration Number	Date	Mark	Owner
85850493		ShopTV	Delivery Agent, Inc.
78848816 – 3205805		SeenOn	Delivery Agent, Inc.
77198978 – 3378121		Seen On!	Delivery Agent, Inc.