

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 |
| Material ConneXion, Inc. | | 05/09/2013 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Webster Bank, National Association | | |
| Street Address: | 185 Asylum Street | | |
| City: | Hartford | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06103 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2859930 | MATERIA TABULA | |
| Registration Number: | 3412950 | MATERIAL CONNEXION | |
| Registration Number: | 2442476 | MATERIAL CONNEXION | |
| Registration Number: | 3722748 | MATERIALS MATTER | |
| Registration Number: | 3448632 | MATTER | |
| Registration Number: | 2754805 | MATTER | |
| Registration Number: | 2608566 | M-C | |
| Registration Number: | 3256047 | TERRA MATTER | |
| Registration Number: | 4272994 | MATERIAL CONNEXION | |
| Registration Number: | 4230833 | ACTIVE MATTER | |
| Registration Number: | 4193271 | CULTURE & COMMERCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3026365454 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

CH \$290.00 2859930

via US Mail.

Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 645910 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /jep/ |
| Date: | 05/10/2013 |

Total Attachments: 6

source=5-10-13 MATERIAL CONNEXION-TM#page1.tif
source=5-10-13 MATERIAL CONNEXION-TM#page2.tif
source=5-10-13 MATERIAL CONNEXION-TM#page3.tif
source=5-10-13 MATERIAL CONNEXION-TM#page4.tif
source=5-10-13 MATERIAL CONNEXION-TM#page5.tif
source=5-10-13 MATERIAL CONNEXION-TM#page6.tif

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, MATERIAL CONNEXION, INC., a New York corporation (the "*Grantor*"), and WEBSTER BANK, NATIONAL ASSOCIATION, (the "*Lender*") are parties to a Security Agreement, dated as of May 9, 2013 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged and hypothecated to the Lender, and granted to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally assigns, mortgages, pledges and hypothecates to the Lender, and grants to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "*Trademark Collateral*"):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "*Trademarks*");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

Notwithstanding anything to the contrary contained herein, the security interest granted under this agreement shall not extend to (and such Property shall not constitute Collateral): (i) any asset or property right of the Grantor of any nature if the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of such asset or property right or the Grantor's loss of use of such asset or property right or (B) a breach, termination or default under any lease, license, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Code or principles of equity) to which the Grantor is party; (ii) any asset or property right of the Grantor of any nature to the extent that any applicable law or regulation prohibits the creation of a security interest thereon (other than to the extent that

any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); (iii) Excluded Equity; (iv) any applications for trademarks or service marks filed in the United States Patent and Trademark Office (the "*PTO*") pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to, and accepted by, the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d) and (v) any Excluded Accounts.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: 185 Asylum Street, Hartford, Connecticut 06103.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of May 9, 2013.

MATERIAL CONNEXION, INC.

By: _____

Name: Adam I. Sandow

Title: Chief Executive Officer

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of May 9, 2013

| <u>Trademark</u> | <u>Reg. or App. Number</u> | <u>Registration or Filing Date</u> |
|--------------------|----------------------------|------------------------------------|
| MATERIA TABULA | Registration 2859930 | 7/6/2004 |
| MATERIAL CONNEXION | Registration 3412950 | 4/15/2008 |
| MATERIAL CONNEXION | Registration 2442476 | 4/10/2001 |
| MATERIALS MATTER | Registration 3722748 | 12/8/2009 |
| MATTER | Registration 3448632 | 6/17/2008 |
| MATTER | Registration 2754805 | 8/26/2003 |
| M-C and Design | Registration 2608566 | 8/20/2002 |
| TERRA MATTER | Registration 3256047 | 6/26/2007 |
| MATERIAL CONNEXION | Registration 4272994 | 1/8/2013 |

| <u>Trademark</u> | <u>Reg. or App. Number</u> | <u>Registration or Filing Date</u> |
|--------------------|--------------------------------|------------------------------------|
| ACTIVE MATTER | Registration 4230833 | 10/23/2012 |
| CULTURE & COMMERCE | Registration 4193271 | 8/21/2012 |