

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment, Ratification and Confirmation of Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOMESSENTIALS LP		05/31/2013	LIMITED PARTNERSHIP: DELAWARE
EMPLOYEE TRANSFER CORPORATION		05/31/2013	CORPORATION: DELAWARE
FOX & ROACH LP		05/31/2013	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA	
Name:	TD BANK, N.A., successor by merger to COMMERCE BANK, N.A.
Street Address:	2005 Market Street, 2nd Floor
Internal Address:	One TD Square
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12		
Property Type	Number	Word Mark
Serial Number:	78337141	FOX & ROACH
Serial Number:	77228202	EMPLOYEE TRANSFER CORPORATION
Serial Number:	77286592	ETCREO MANAGEMENT
Serial Number:	77286590	ETCREO
Serial Number:	77233047	ETC
Serial Number:	76491470	TRI STATE REAL ESTATE SCHOOL
Serial Number:	75904007	HOMESSENTIALS
Serial Number:	85314691	TRI-STATE REAL ESTATE SCHOOL
Serial Number:	85410693	ETC

CH \$315.00 78337141

Serial Number:	85410989	ETC EMPLOYEE TRANSFER CORPORATION
Serial Number:	85630329	THE DIGITAL HOME MARKETING SYSTEM
Serial Number:	85407420	ETC BENEFITS 4 U

CORRESPONDENCE DATA

Fax Number: 2155648120

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-564-8602

Email: Svictor@stradley.com

Correspondent Name: Sheila Victor for Randi J.Rabinowitz, Esq

Address Line 1: Stradley Ronon Stevens & Young, LLP

Address Line 2: 2005 Market Street, Suite 2600

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	128830-0030
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NAME OF SUBMITTER:	Sheila Victor
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Signature:	/Sheila Victorr/
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Date:	06/07/2013
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Total Attachments: 8

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**FIRST AMENDMENT, RATIFICATION AND
CONFIRMATION OF TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT, RATIFICATION AND CONFIRMATION OF TRADEMARK SECURITY AGREEMENT (“**Agreement**”) is dated this 31st day of May, 2013, by **HOMESSENTIALS LP** (“**Existing Assignor**”), **EMPLOYEE TRANSFER CORPORATION** (“**Employee**”) and **FOX & ROACH LP** (“**Fox**” and together with Employee collectively referred to herein as the “**New Assignors**” and together with Existing Assignor, individually and collectively referred to herein as, “**Assignor**”) and **TD BANK, N.A.**, successor by merger to **COMMERCE BANK, N.A.** in its capacity as Collateral Agent (“**Agent**”).

BACKGROUND

A. Agent, General Electric Capital Corporation, GECC Capital Markets Group, Inc. and Fox & Roach/Trident Limited Partnership, F&R/T LLC, TLTC LLC, TIAC LLC, TRMC LLC, Trident Land Transfer Company LP, Trident Insurance Agency Company LP, Trident Mortgage Company LP, Trident Land Transfer Company (NJ) LP, Trident Second Mortgage Company, Inc., Trident Mortgage Brokerage Company, Fox & Roach (PHILA) LP, Tri-State Real Estate School LP, and Assignor (collectively, the “**Borrowers**”) entered into that certain Loan Agreement dated December 23, 2003 (as amended by that certain: Amendment No. 1 dated January 7, 2004; Amendment No. 2 dated January 22, 2004; Amendment No. 3 dated November 30, 2004; Amendment No. 4 dated May 3, 2005; Amendment No. 5 dated June 30, 2005; extension letter dated June 23, 2005; Amendment No. 6 dated August 30, 2005; Amendment No. 7 dated September 29, 2006; Amendment No. 8 dated December 28, 2006; Amendment No. 9 dated September 6, 2007; Amendment No. 10 dated September 21, 2007; Amendment No. 11 dated November 1, 2007; Amendment No. 12 dated December 29, 2008; Amendment No. 13 dated February 27, 2009; Amendment No. 14 dated May 21, 2009; Amendment No. 15 dated April 30, 2010; Amendment No. 16 dated July 1, 2010; Amendment No. 17 dated December 23, 2010; Amendment No. 18 dated March 30, 2011; Amendment No. 19 dated June 17, 2011; Amendment No. 20 dated June 30, 2011; Amendment No. 21 dated December 14, 2011; Amendment No. 22 dated February 17, 2012; Amendment No. 23 dated July 31, 2012, Amendment No. 24, dated September 2012, and as the same may have been further amended, modified, supplemented or restated from time to time, being referred to herein as the “**Existing Loan Agreement**”), pursuant to which the Lenders extended certain credit facilities to Borrowers.

B. In connection with the Existing Loan Agreement, Existing Assignor executed and delivered to Agent that certain Trademark Security Agreement dated December 23, 2003 (as the same may be further amended, modified, supplemented or restated from time to time, being referred to herein as the “**IP Security Agreement**”) pursuant to which Existing Assignor granted to Agent, for its benefit and the pro rata benefit of Lenders, a security interest and first priority lien upon all of Existing Assignor’s then owned and/or existing and filed or thereafter acquired or arising and filed right, title and interest in and to the Trademarks (as defined in the IP Security Agreement) as security for and obligations of the Borrowers to Lenders. The IP Security Agreement was recorded with the United States Patent and Trademark Office on February 3, 2004, at Reel/Frame 002786/0394.

C. The Borrowers and Agent desire to amend and restate in its entirety, the Existing Loan Agreement, all in accordance with the terms and conditions set forth in that certain Amended and Restated Loan Agreement dated of even date herewith (as the same may be further amended, modified, supplemented or restated from time to time, being referred to herein as the “**A/R Loan Agreement**”).

D. The parties hereto desire to (i) amend the IP Security Agreement to include the New Assignors, (ii) to update, amend and restate and modify the Trademarks to include all of the Trademarks

set forth on **Exhibit "A"** attached hereto (the "**New Collateral**"), and (iii) ratify and confirm all other provisions of the IP Security Agreement.

E. Capitalized terms used herein and not otherwise defined shall have the meanings provided for such terms in the A/R Loan Agreement or in the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, intending to be legally bound hereby, agrees as follows:

1. **New Assignors.**

(a) New Assignors are hereby added as and shall be "Assignor" under the IP Security Agreement. By each New Assignor's execution hereof, New Assignors hereby become a party to and agree to be bound by all of the terms and conditions of the IP Security Agreement with the same force and effect as if each New Assignor were originally a party thereto as the Assignor.

(b) Each New Assignor hereby ratifies, confirms and assumes direct liability for all obligations and agrees to perform all covenants as Assignor under the IP Security Agreement in accordance with the terms thereof. Each New Assignor recites all representations and warranties set forth in the IP Security Agreement as of the date hereof as if each New Assignor was an original party thereto.

(c) Each New Assignor hereby grants to Agent all of the rights, remedies and authorities with respect to such New Assignor and such New Assignor's Trademarks set forth in the IP Security Agreement, including, without limitation, the right to exercise all powers of attorney with respect to such New Assignor and such Trademarks and the right to exercise all of the remedies set forth in the IP Security Agreement.

2. **Definition of IP Collateral.** The definition of Trademarks set forth in **Section 2** of the IP Security Agreement shall be deemed to include, without limitation, the New Collateral.

3. **Schedules.** Effective as of the date hereof, **Exhibit "A"** to the IP Security Agreement is hereby deleted in their entirety and replaced with **Exhibit "A"** attached hereto. Without in any way limiting the foregoing, (a) Existing Assignor hereby confirms, affirms and ratifies its prior grant of a security interest in and to the Trademarks owned by Existing Assignor, and (b) Assignor hereby collaterally assigns, mortgages, pledges and grants to Agent, for its benefit and the benefit of Lenders a security interest in, with power of sale, all of Assignor's right, title and interest in and to the New Collateral owned by Assignor since the date of the IP Security Agreement.

4. **Amendment, Ratification and Confirmation of IP Security Agreement.** Assignor consents to the A/R Loan Agreement and agrees that the A/R Loan Agreement shall in no way adversely affect or impair Assignor's obligations under the IP Security Agreement. The IP Security Agreement and Assignor's obligations thereunder are hereby ratified, confirmed and continued.

5. **References.** All references to the "**Loan Agreement**" in the IP Security Agreement shall be deemed to refer to the A/R Loan Agreement, as the same may be amended, restated or modified in the future.

6. **Binding Effect.** This Agreement shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Agent.

7. **Severability**. The provisions of this Agreement are deemed to be severable and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

8. **Governing Law**. This Agreement has been made, executed and delivered in the Commonwealth of Pennsylvania and will be construed in accordance with and governed by the laws of such Commonwealth.

9. **Headings**. The headings of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has executed this Agreement as of the day and year first above written.

ASSIGNORS:


HOMESSENTIALS LP

By: F&R/T LLC, its general partner

By: 

Lawrence F. Flick, IV
Chief Executive Officer


EMPLOYEE TRANSFER CORPORATION

By: 

Lawrence F. Flick, IV
Chief Executive Officer

FOX & ROACH LP

By: F&R/T LLC, its general partner

By: 

Lawrence F. Flick, IV
Chief Executive Officer

AGENT:

TD BANK, N.A., as Collateral Agent

By: _____
Robert J. Mindick
Senior Vice President

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has executed this Agreement as of the day and year first above written.

ASSIGNORS:

HOMESSENTIALS LP

By: F&R/T LLC, its general partner

By: _____
Lawrence F. Flick, IV
Chief Executive Officer

EMPLOYEE TRANSFER CORPORATION

By: _____
Lawrence F. Flick, IV
Chief Executive Officer

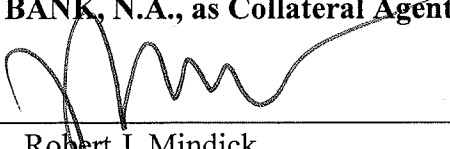
FOX & ROACH LP

By: F&R/T LLC, its general partner

By: _____
Lawrence F. Flick, IV
Chief Executive Officer

AGENT:

TD BANK, N.A., as Collateral Agent

By:  _____
Robert J. Mindick
Senior Vice President

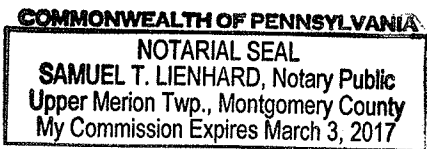
COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF PHILADELPHIA *Montgomery* :

On this, the 31st day of May, 2013, before me, a Notary Public, personally appeared Lawrence F. Flick, IV, who acknowledged himself/herself to be the Chief Executive Officer of **F&R/T LLC**, the general partner of **HOMESSENTIALS LP** and **FOX & ROACH LP** and that he/she as such Chief Executive Officer of the general partner, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the entities by himself/herself as Chief Executive Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Signature]

Notary Public
My commission expires:

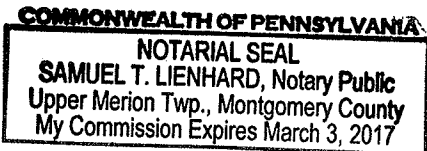
COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF PHILADELPHIA *Montgomery* :

On this, the 31st day of May, 2013, before me, a Notary Public, personally appeared Lawrence F. Flick, IV, who acknowledged himself/herself to be the Chief Executive Officer of **EMPLOYEE TRANSFER CORPORATION** and that he/she as such Chief Executive Officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the entity by himself/herself as Chief Executive Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Signature]

Notary Public
My commission expires:

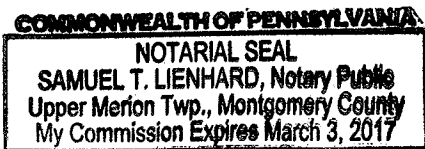
COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF ~~PHILADELPHIA~~ *Montgomery* :

On this, the 31st day of May, 2013, before me, a Notary Public, personally appeared Robert J. Mindick, who acknowledged himself/herself to be a Senior Vice President of **TD BANK, N.A.** and that he/she as such Senior Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Bank by himself/herself as Senior Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Handwritten Signature]

Notary Public
My commission expires:

EXHIBIT "A"
TO
TRADEMARK AGREEMENT

Trademark List, Fox & Roach and related entities

Serial No.	Reg. No.	Mark	Owner
78337141	2988187	Fox & Roach	Fox & Roach, LP
77228202	3417356	EMPLOYEE TRANSFER CORPORATION	Employee Transfer Corporation
77286592	3588148	ETCREO MANAGEMENT	Employee Transfer Corporation
77286590	3588147	ETCREO	Employee Transfer Corporation
77233047	3595668	ETC	Employee Transfer Corporation
76491470	2841945	TRI STATE REAL ESTATE SCHOOL	Fox & Roach LP
75904007	2448986	HOMESSENTIALS	Homessentials, LP
85314691	4070541	TRI-STATE REAL ESTATE SCHOOL	Fox & Roach LP
85410693	4153217	ETC new design	Employee Transfer Corporation
85410989		ETC Employee Transfer Corporation	Employee Transfer Corporation
85630329		Digital Home Marketing System	Fox & Roach LP
85407420	4141881	ETC BENEFITS 4 U	Employee Transfer Corporation