

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Skip Hop, Inc.		04/26/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Webster Business Credit Corporation
Street Address:	370 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4111402	ALWAYS A LEAP AHEAD
Registration Number:	4102045	ALWAYS A LEAP AHEAD
Registration Number:	4099153	ALWAYS A LEAP AHEAD
Registration Number:	4084006	ALWAYS A LEAP AHEAD
Registration Number:	4083414	HUG & HIDE
Registration Number:	4062714	ZOO
Registration Number:	4044918	ZOO
Registration Number:	4044915	ZOO
Registration Number:	4044908	ZOO
Registration Number:	3165273	SKIP HOP
Registration Number:	3865923	CHELSEA & MAIN
Registration Number:	3872137	ZOO PACKS
Registration Number:	3663679	SKIP HOP
Registration Number:	3663502	SKIP HOP

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Registration Number:	3663501	SKIP HOP
Registration Number:	3663494	SKIP HOP
Registration Number:	3591986	SKIP HOP
Registration Number:	3003466	SKIP * HOP
Registration Number:	3292662	PRONTO!
Serial Number:	85660152	SKIP HOP
Serial Number:	85343092	COMPLETE SHEET
Serial Number:	77707852	CHELSEA & MAIN
Serial Number:	77554830	PANGEA
Serial Number:	76666259	SPARK
Serial Number:	85361834	ALWAYS A LEAP AHEAD

CORRESPONDENCE DATA

Fax Number:

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

Phone: 614-280-3568

Email: david.adams@thomsonreuters.com

Correspondent Name: John Salvage

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Lien Solutions

Address Line 4: Columbus, NEW YORK 43219

NAME OF SUBMITTER:	John Salvage
Signature:	/David Adams TR/
Date:	06/14/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 26, 2013, is made by the undersigned (the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC"), pursuant to that certain Credit and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto, and WBCC, individually, as lender thereunder and as agent for itself and each other Lender Party (as defined therein) (WBCC, acting in both such capacities, herein called "Lender") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH:

RECITALS.

A. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lender Parties propose to make certain loans to the Company pursuant to the Credit Agreement; and

C. Pursuant to the Credit Agreement, the Company has granted to the Lender, for its benefit and the ratable benefit of the Lender Parties, a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests assigned and granted therein, the Lender has required that the Company grant to the Lender, for its benefit and the ratable benefit of Lender Parties, a security interest in the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and

applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys to the Lender, for its benefit and the ratable benefit of the Lender Parties, a security interest in all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Credit Agreement and the security interest granted hereunder to the Lender shall be released in accordance with Section 14.2 of the Credit Agreement. At any time and from time to time prior to such termination, the Lender may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all releases and other instruments as reasonably requested by the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Credit Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Credit Agreement with respect to such new Trademark. The Company authorizes the Lender to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) neither the Lender nor any Lender Party shall have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Lender or any Lender Party may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to

reimburse the Lender and the Lender Parties for all expenses, including reasonable and documented attorneys' fees, incurred by the Lender and the Lender in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

"COMPANY"

SKIP HOP, INC.

By: 

Name: MICHAEL DIAMANT

Title: CEO

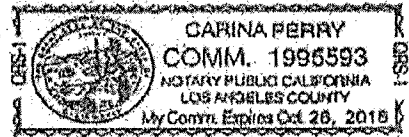
STATE OF California
COUNTY OF Los Angeles ss.:

On April 17, 2013, before me personally came Michael Diamant, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the CEO of SKIP HOP, INC., who being by me duly sworn, did depose and say that he (she) is the CEO of said company and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its Board of Directors; that he (she) signed his (her) name thereto by like order; and that he (she) acknowledged said instrument to be the free act and deed of said company.






Carina Perry
Notary Public

My Commission Expires: Oct 26, 2016

[NOTARIAL SEAL]



SCHEDULE I

Title	Application Date	Registration Date	Trademark Number/ Application Number	Country
SKIP HOP	6/25/12	Pending	85660152	US
COMPLETE SHEET	6/10/11	Pending	85343092	US
ALWAYS A LEAP AHEAD	7/1/11	Pending	85361834	US
ALWAYS A LEAP AHEAD	7/1/11	3/13/12	4111402	US
ALWAYS A LEAP AHEAD	7/1/11	2/21/12	4102045	US
ALWAYS A LEAP AHEAD	8/17/11	2/14/12	4099153	US
ALWAYS A LEAP AHEAD	7/1/11	1/10/12	4084006	US
HUG & HIDE	5/27/11	1/10/12	4083414	US
	3/25/11	11/29/11	4062714	US
	3/25/11	10/25/11	4044918	US
	3/25/11	10/25/11	4044915	US
	3/25/11	10/25/11	4044908	US
SKIP HOP	12/16/05	10/31/06	3165273	US
CHELSEA & MAIN	4/6/09	10/19/10	3865923	US
ZOO PACKS	9/14/09	11/9/10	3872137	US
SKIP HOP	3/9/11	8/4/09	3663679	US
SKIP HOP	1/28/09	8/4/09	3663502	US
SKIP HOP	1/28/09	8/4/09	3663501	US
SKIP HOP	1/28/09	8/4/09	3663494	US
SKIP HOP	5/1/07	3/17/09	3591986	US
	8/17/04	10/4/05	3003466	US
PRONTO!	9/18/06	9/18/07	3292662	US
CHELSEA & MAIN	4/6/09	Abandoned	77707852	US
PANGEA	8/25/08	Abandoned	77554830	US
SPARK	9/18/06	Abandoned	76666259	US