

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
Glendon Group, Inc.		06/27/2013	CORPORATION: DELAWARE
Modnique, Inc.		06/27/2013	CORPORATION: DELAWARE
Bidz.com, Inc.		06/27/2013	CORPORATION: DELAWARE
Vivid Gemz Inc.		06/27/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Salus Capital Partners, LLC, as Collateral Agent
Street Address:	197 First Avenue
Internal Address:	Suite 250
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1357955	LUNDSTROM
Registration Number:	3200925	WHITESTAR
Registration Number:	3548909	BIDZ
Registration Number:	3548910	BIDZ
Registration Number:	3548911	BIDZ.COM
Registration Number:	3539426	BIDZ
Serial Number:	85747415	MODNIQUE.COM
Serial Number:	85747346	MODNIQUE
Registration Number:	0203945	KREMENTZ
Registration Number:	0808483	KREMENTZ
Registration Number:	1252860	KREMENTZ

OP \$315.00 1357955

Registration Number:

1762728

VAN DELL

CORRESPONDENCE DATA

Fax Number:

6172484000

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

Email:

tadmin@choate.com

Correspondent Name:

Elizabeth A. Walker

Address Line 1:

Two International Place

Address Line 2:

Choate Hall & Stewart LLP

Address Line 4:

Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

2010280-0028

NAME OF SUBMITTER:

Elizabeth A. Walker

Signature:

/Elizabeth A. Walker/

Date:

06/28/2013

Total Attachments: 4

source=Grant of Security Interest in Trademarks (w_WH and RG) - Glendon Group - FINAL#page1.tif

source=Grant of Security Interest in Trademarks (w_WH and RG) - Glendon Group - FINAL#page2.tif

source=Grant of Security Interest in Trademarks (w_WH and RG) - Glendon Group - FINAL#page3.tif

source=Grant of Security Interest in Trademarks (w_WH and RG) - Glendon Group - FINAL#page4.tif

GRANT OF SECURITY INTEREST
IN TRADEMARKS

June 27, 2013

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of the undersigned (each individually, a “Grantor” and, collectively, the “Grantors”), hereby grants Salus Capital Partners, LLC, having an office at 197 First Avenue, Suite 250, Needham, Massachusetts 02494, in its capacity as collateral agent for certain secured parties, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “Collateral Agent”), a continuing security interest in and lien upon the following (except as such may be considered Excluded Property under the Security Agreement): (i) all of such Grantor’s right, title and interest in, to and under the trademarks, service marks, trademark registrations, and service mark registrations set forth on Schedule A attached hereto (collectively, the “Marks”); (ii) all proceeds and products of the Marks; (iii) the goodwill of the businesses with which the Marks are associated; and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

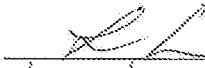
THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Grant”) has been granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement by and among the Grantors, Collateral Agent, and others, dated as of June 27, 2013 (as amended, restated, supplemented and/or modified from time to time, the “Security Agreement”). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantors. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

GLENDON GROUP, INC., as a Grantor

By: 
Name: Lam Kuparova
Title: CEO


MODNIQUE, INC., as a Grantor

By: 
Name: Francis Malgorzatek
Title: CEO

BIDZ.COM, INC., as a Grantor

By: 
Name: Lam Kuparova
Title: President

VIVID GEMZ INC., as a Grantor

By: 
Name: Francis Malgorzatek
Title: President

[Signature Page to Trademark Security Agreement]

SALUS CAPITAL PARTNERS, LLC, as Collateral Agent

By: _____
Name: Walter C. Stewart
Title: SVP

[Signature Page to Trademark Security Agreement]

SCHEDULE A

<u>Trademark</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filing Date/ Reg. Date</u>
LUNDSTROM	Registered	73/477,335	1,357,955	9/3/1985
WHITESTAR	Registered	78/704,709	3,200,925	1/23/2007
BIDZ (Stylized)	Registered	77/238,903	3,548,909	12/23/2008
BIDZ (Stylized) (Color)	Registered	77/238,909	3,548,910	12/23/2008
BIDZ.COM	Registered	77/238,917	3,548,911	12/23/2008
BIDZ	Registered	77/238,868	3,539,426	12/2/2008
MODNIQUE.COM	Pending	85/747,415		Filing date: 10/5/2012
MODNIQUE	Pending	85/747,346		Filing date: 10/5/2012
TAYLOR AVEDON	Allowed (ITU)*	85/261,479		Filing date: 3/8/2011
KREMENTZ	Registered	71/212,442	203,945	9/29/1925
KREMENTZ (Stylized)	Registered	72/217,746	808,483	5/17/1966
KREMENTZ	Registered	73/339,281	1,252,860	10/4/1983
VAN DELL (Stylized)	Registered	74/129,345	1,762,728	4/6/1993

*denotes intent to use trademark application