

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
Digital Innovations, L.L.C.		06/28/2013	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	North Mill Capital LLC
Street Address:	821 Alexander Road
Internal Address:	Suite 130
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08540
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3386270	AIRBLASTER CO2
Registration Number:	4155635	ALL TERRAIN
Registration Number:	3262202	CLEANDR
Registration Number:	2958692	CLEANDR.
Registration Number:	4220750	DI
Registration Number:	2547857	DVD DR
Registration Number:	3544898	MI
Registration Number:	3544897	MICRO INNOVATIONS
Registration Number:	3248086	OPTIMIZE YOUR DIGITAL LIFE
Registration Number:	4160570	SCREENDR
Registration Number:	4239252	THE NEST
Registration Number:	4328828	STORDRY
Serial Number:	85816694	CHARGEDR

CH \$440.00 3386270

Serial Number:	85445061	LAPGUARD
Serial Number:	85617527	STORDRY
Serial Number:	85816683	EASYMOUNT
Registration Number:	2438800	SKIP DR

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent 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:	711448
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	07/02/2013

Total Attachments: 11
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**COLLATERAL ASSIGNMENT
(Security Agreement)**

WHEREAS, DIGITAL INNOVATIONS, L.L.C., an Illinois limited liability company ("Assignor"), located and doing business at 3436 N. Kennicott, Suite 200, Arlington Heights, Illinois 60004, is the owner of the patents (the "Patents") and trademarks, trade dress, servicemarks and trade names (the "Trademarks") as are listed in Exhibit A and Exhibit A-I hereto, some of which are registered in the United States Patent and Trademark Office.

WHEREAS, NORTH MILL CAPITAL LLC, a Delaware limited liability company ("Assignee"), located and doing business at 821 Alexander Road, Suite 130, Princeton, New Jersey 08540, has extended and may hereafter extend credit to Assignor, and Assignor has executed and delivered to Assignee a certain Revolving Credit Master Promissory Note dated June 26, 2013 (as amended, modified, supplemented, substituted, extended or renewed from time to time, the "Note") evidencing the present and future advances of credit by Assignee to Assignor, and Assignor may in the future execute and deliver to Assignee other notes evidencing the advances of credit by Assignee to Assignor; and

WHEREAS, Assignor has executed and delivered to Assignee a certain Loan and Security Agreement dated as of June 26, 2013 (as amended, modified, supplemented, substituted, extended or renewed from time to time, the "Loan Agreement"), pursuant to which Assignor grants to Assignee a security interest in substantially all assets of Assignor to secure all of Assignor's Obligations (as defined in the Loan Agreement) to Assignee, and Assignor may hereafter execute and deliver to Assignee other similar security agreements; and

WHEREAS, in order to further secure Assignor's present and future Obligations (as defined in the Loan Agreement) to the Assignee, Assignor wishes to grant to Assignee a security interest in the Collateral and the goodwill and certain other assets with respect to the Collateral, as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, as additional security for the full payment and performance of the Obligations, and to further evidence the security interest granted to the Assignee pursuant to the Loan Agreement, hereby assigns, sells, transfers, and conveys to Assignee and grants to Assignee a security interest in all of Assignor's right, title and interest in:

- (a) the Patents and Trademarks;
- (b) all right of action, claims for damages, profits and costs, all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations and associations by reason of claims of infringement upon said Patents and Trademarks;
- (c) all existing and future patents, registrations and applications for the protection of inventions and designs hereafter acquired by, granted to, or filed by Assignor which are based upon, derived from or are variations of any invention or designs disclosed in the Patents (the "Future Patents");
- (d) all extensions, renewals, and continuations, reissues, divisions, and continuations-in-part of the Patents and Future Patents;
- (e) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Trademarks, Patents and Future Patents;
- (f) all licenses and other agreements relating to the Trademarks, Patents and Future Patents and the use thereof;

(g) all Trademarks, Trademark registrations, Trademark registration applications, formulae, processes, compounds, methods, know-how, and trade secrets relating to the manufacture of Assignor's and under products under, utilizing, or in connection with the Patents and Future Patents; and

(h) all goodwill of Assignor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Assignor and Assignee agree as follows:

1. Assignor's Obligations. Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation or Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

Assignor shall have the obligation to maintain, preserve or renew the Patents and Trademarks, and take any action to prohibit the infringements or unauthorized use of same by any third party. Assignee shall have no obligation to maintain, preserve or renew the Patents and Trademarks, nor to take any action to prohibit the infringements or unauthorized use of same by any third party.

2. Use Prior to Default. Unless and until an Event of Default under, and as defined in or under the Loan Agreement, or under any future note in favor of Assignee, shall occur and be continuing, Assignor shall retain the legal and equitable title to the Patents and Trademarks and shall have the right to use the Collateral and make, and use the inventions disclosed and claimed in the Patents in the ordinary course of its business, subject to the terms and covenants of the Loan Agreement, and this Assignment.

3. Remedies Upon Default. Whenever any Event of Default under and defined in the Loan Agreement or under any future note evidencing the Obligations, shall occur, Assignor's rights pursuant to Section 2 hereof shall terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Loan Agreement or security agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement or in any security agreement by Assignor in favor of Assignee. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Patents and Trademarks and Tradenames. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignee hereby grants to Assignee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignor) to use, assign, license, or sub-license any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located.

4. Cumulative Remedies. The rights and remedies provide herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

5. Amendments and Waivers. This Assignment may not be modified, supplemented or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

6. Reassignment. At such time as Assignor shall completely satisfy all of the Obligations, Assignee will, at Assignor's request, execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest Assignor full title to the Collateral, subject to disposition thereof which may have been made by Assignee pursuant hereto.

7. Severability. If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

8. Notices. All notices, requests and demands to or upon Assignor or Assignee under this assignment shall be given in the manner prescribed in the Loan Agreement.

9. Governing Law. This Assignment shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of New Jersey and the United States of America as applicable..

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment on this 26th day of June, 2013,

WITNESS:

DIGITAL INNOVATIONS, L.L.C.

Michelle M. Veder
Name: Michelle M. Veder

By: Collin Anderson
Name: Collin Anderson
Title: President

NORTH MILL CAPITAL LLC

By: Beatriz Freire
Name: Beatriz Freire
Title: Executive Vice President

Exhibit A - Patents

Patents

US 5,964,650 Method and Apparatus for Repairing Optical Discs - Issued 10/12/99
US 7,854,415 Motorized Support for a television or other electronic display - Issued 12/21/10
US 8,064,311 LENS CLEANER DISC - Issued 11/22/11

Future Patents

Patent Applications

US 12/247,857 DUAL-COMPARTMENT CONTAINER - Filed 10/8/08
US 12/712,569 VENTED DISPENSING DEVICE- Filed 2/25/10
US 12/977,024 Shielded Heat-Dissipating Lap Cushion - Filed 12/22/10
US 13/288,742 Vented Dispensing Device - Filed 11/3/11
US 13/657,480 System and Method for Protection and Storage of Small Electronic Components - Filed
10/22/11
US 13/779,438 Dual-Compartment Container - Filed 2/27/13
WIPO PCT/US12/061358 System and Method for Protection and Storage of Small Electronic Components - Filed
10/22/12

Exhibit A-1 – Trademarks

Trademarks

- US 3386270 AIRBLASTER CO2 - Pressurized CO2 gas cartridge canisters and CO2 gas replacement cartridges for dusting and cleaning electronic and office equipment, including audio/video components such as CD players, DVD players and game systems, computer keyboards and screens and cameras - Reg. Date 2/19/08 - Status awaiting 8/15
- US 4155635 ALL TERRAIN - COMPUTER MICE - Reg. Date 6/5/12 - Status: Nothing due
- US 3262202 CLEANDR - microfiber cleaning cloths for cleaning optical discs; cleaning wands in the nature of dusters for cleaning audio and video equipment - Reg. Date: 7/10/07 - Status: awaiting 8/15 payment
- US2958692 CLEANDR - ELECTRONIC CLEANING APPARATUS, NAMELY, DEVICES FOR AUTOMATICALLY CLEANING LASER DISCS AND DEVICES FOR REMOVING DUST FROM AND/OR CLEANING ELECTRONIC COMPONENTS AND EQUIPMENT - Reg. date: 5/31/05 - Status: 8/15 paid
- US 4220750 DI (stylized) - Online vending of consumer care and maintenance products, namely, electronic screen cleaners and DVD, CD and other optical disk lens cleaners; online vending of computer peripherals, namely, mice, keyboards, webcams, power hubs and computer lap guards - Reg. date: 10/9/12 - Status: Nothing due
- US 2547857 DVD DR - OPTICAL DIGITAL DISC ACCESSORIES, NAMELY APPARATUS FOR CLEANING OPTICAL DIGITAL DISCS, FOR REMOVING SCRATCHES FROM OPTICAL DIGITAL DISCS, AND A PROTECTIVE COVERING APPARATUS FOR PREVENTING SCRATCHES ON OPTICAL DIGITAL DISCS - Reg. Date 3/12/02 - Status: 8/15 paid, 8/9 paid.
- US 3544898 MI (stylized) - computer accessories, namely, computer mice, keyboards, USB hubs, keypads, speakers, laptop cases, webcams, cooling pads for laptops, power inverters, surge protectors, headsets, microphones, and peripheral component interconnect (PCI) cards - Reg. Date: 12/9/08 - Status: Nothing due
- US 3544897 MICRO INNOVATIONS - computer accessories, namely, computer mice, keyboards, USB hubs, keypads, speakers, laptop cases, webcams, cooling pads for laptops, power inverters, surge protectors, headsets, microphones, and peripheral component interconnect (PCI) cards - Reg. Date 12/9/08 - Status: Nothing due
- US 3248086 OPTIMIZE YOUR DIGITAL LIFE - Consumer electronic care and maintenance accessories, namely, canned pressurized air for dusting and cleaning electronic equipment, namely, computers, computer keyboards and screens, electronic game systems, audio and video components, and CD and DVD players
Consumer electronic care and maintenance apparatus, namely, devices for automatically cleaning, repairing and removing scratches from optical disks
Consumer electronic care and maintenance accessories, namely, microfiber cleaning cloths for cleaning and maintaining optical discs, computers, computer keyboards and screens, electronic game systems, audio and video components, and CD and DVD players - Reg. date 5/29/07 - Status: 8/15 grace period
- US 4160570 SCREENDR - Screen cleaning kits for electronic devices having screens, namely, canisters containing both cleaning solution and wipes - Reg. date 6/19/12 - Status: Nothing due
- US 2438800 SKIP DR - compact digital disc accessories, namely, apparatus for cleaning compact digital discs and for removing scratches from compact digital discs - Reg. date 6/27/01 - Status 8/15 paid, 8/9 paid
- US 4239252 THE NEST - silicone rubber, or other elastomer, cases to store and protect earbuds - Reg. date 11/6/12 - Status: Nothing due

US 4,328,828 STORDRY - Bottled cleaning preparations packaged with a removable cloth, namely, computer screen cleaning preparations - Registered

Trademark Applications

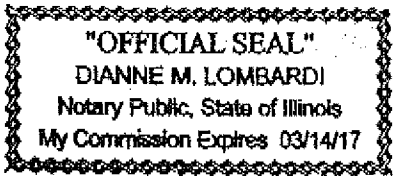
US 85816694 CHARGEDR - Universal Serial Bus (USB) charge boosters - Status published
US 85445061 LAPGUARD - Lap rest devices for holding laptop computers comfortably on a person's lap while they are seated, namely a device with a flat surface containing an internal metallic, or partially metallic, sheet that fits on a persons lap - Status Allowed

US 85617527 STORDRY - Cleaning preparation kits comprising cleaning preparation for electronic display screens packaged with a removable cloth inside of a removable lid - Status published

US 85816683 EASYMOUNT - Tablet computer mount specially adapted for use in vehicles - Status published

STATE OF ILLINOIS :
 : SS.
COUNTY OF COOK :


Before me this 26th day of June, 2013, personally appeared COLLIN D. ANDERSON , to me personally known, and acknowledged to me that he is President of DIGITAL INNOVATIONS, L.L.C., an Illinois limited liability company, and acknowledged the foregoing instrument to be the free act and deed of said limited liability company.



Dianne M Lombardi
6/26/13

STATE OF NEW JERSEY :
 : SS.
COUNTY OF MERCER:

Before me this 28th day June, 2013, personally appeared **BEATRIZ FREIRE**, the above named officer of **NORTH MILL CAPITAL LLC**, a Delaware limited liability company, to me personally known, and acknowledged to me that she is an officer, and acknowledged she was authorized to execute and deliver the foregoing instrument on behalf of said limited liability company.



Patti S. Liberman, Esq.
An Attorney At Law
State of New Jersey