

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|---------------------------|---|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| KARMALoop, INC. | | 08/05/2013 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | COMVEST CAPITAL II, L.P. | | |
| Street Address: | 525 OKEECHOBEE BOULEVARD, SUITE 1050 | | |
| City: | WEST PALM BEACH | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33401 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3174143 | ORISUE | |
| Registration Number: | 3174142 | O | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637806 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 312-863-7198 | | |
| Email: | nancy.brougher@goldbergkohn.com | | |
| Correspondent Name: | Nancy Brougher | | |
| Address Line 1: | Goldberg Kohn Ltd. | | |
| Address Line 2: | 55 East Monroe Street, Suite 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 6913.021 | | |
| NAME OF SUBMITTER: | Nancy Brougher | | |
| Signature: | /njb/ | | |

OP \$65.00 3174143

TRADEMARK

Date:

08/06/2013

Total Attachments: 4

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SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Second Amendment to Trademark Security Agreement, dated as of August 5, 2013 (this "Amendment") is by and between KARMALOO, INC., a Delaware corporation ("Grantor") and COMVEST CAPITAL II, L.P. ("Lender").

WITNESSETH:

WHEREAS, Grantor and Lender entered into that certain Credit Agreement dated August 24, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, and in order to secure Grantor's Obligations, Grantor and Lender entered into that certain Trademark Security Agreement, dated as of August 24, 2012 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"); and

WHEREAS, Grantor and Lender have agreed to amend the Trademark Security Agreement in order to supplement Schedule A thereto to add additional Trademark Collateral to such Schedule A;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. Schedule A to the Trademark Security Agreement is hereby amended by supplementing such Schedule A to include the information set forth on Schedule A attached hereto.

2. Miscellaneous.

(a) Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

(b) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

(d) Except as expressly amended hereby, the Trademark Security Agreement shall remain in full force and effect.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTOR:

KARMALOOP, INC.,
a Delaware corporation

By 
Name: Christopher Mastrangelo
Title: Chief Operating Officer

LENDER:

COMVEST CAPITAL II, L.P.

By: ComVest Capital II Partners, L.P.,
Its General Partner

By: ComVest Capital II Partners UGP, LLC,
Its General Partner

By _____
Name _____
Title _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTOR:

KARMALoop, INC.,
a Delaware corporation

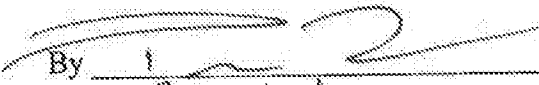
By _____
Name Christopher Mastrangelo
Title Chief Operating Officer

LENDER:

COMVEST CAPITAL II, L.P.

By: ComVest Capital II Partners, L.P.,
Its General Partner

By: ComVest Capital II Partners UGP, LLC,
Its General Partner

By  _____
Name Daniel Lee
Title Managing Director

SCHEDULE A

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

| Trademark | Registration No. | Registration Date |
|------------------|-------------------------|--------------------------|
| ORISUE | 3174143 | 11/21/06 |
| O | 3174142 | 11/21/06 |