

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAYNEEDLE, INC.		10/22/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86063681	BELHAM LIVING	
Serial Number:	85950389	BOOMER & GEORGE	
Serial Number:	85950397	CLASSIC PLAYTIME	
Serial Number:	85950370	FIND EVERYTHING HOME	
Serial Number:	85950377	ISLAND BAY	
Serial Number:	85858759	ONE PERFECT FIND AT A TIME	
Serial Number:	85950381	RED EMBER	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		

OP \$190.00 86063681

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:

ANDREW NASH

Signature:

/ANDREW NASH/

Date:

10/23/2013

**Total Attachments: 3**

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**SECOND AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amendment to Intellectual Property Security Agreement (the "**Amendment**") is effective as of October 22, 2013 by and between **HAYNEEDLE, INC.**, a Delaware corporation with its chief executive office located at 9394 West Dodge Road, Suite 300, Omaha, Nebraska 68114 (the "**Grantor**"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 230 West Monroe, Suite 720, Chicago, Illinois 60606 (the "**Bank**") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

**W I T N E S S E T H:**

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of January 5, 2011 in favor of the Bank, as amended by a certain First Amendment to Intellectual Property Security Agreement dated as of September 28, 2012, executed by Borrower in favor of Bank (as may be further amended, hereinafter, the "**IP Agreement**"), pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Bank upon the terms of the IP Agreement.

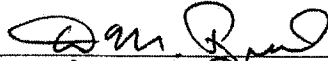
NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits.
  - a. Exhibit C to the IP Agreement is hereby amended and supplemented by adding thereto all of the Intellectual Property Collateral as set forth on Exhibit A annexed hereto and incorporated herein by reference.
3. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
  - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
  - c. As required by the IP Agreement, the Grantor shall reimburse the Bank for the reasonable legal fees and expenses incurred in connection with the preparation and filing of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective as of the date first written above.

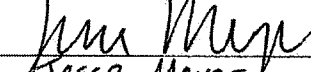
GRANTOR:

**HAYNEEDLE, INC.**

By   
Name: Dana M. Raymond  
Title: CFO

BANK:

**SILICON VALLEY BANK**

By   
Name: Jesse Meyer  
Title: VP

**EXHIBIT A**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BELHAM LIVING	86/063,681	09/13/2013
BOOMER & GEORGE	85/950,389	06/04/2013
CLASSIC PLAYTIME	85/950,397	06/04/2013
FIND EVERYTHING HOME	85/950,370	06/04/2013
ISLAND BAY	85/950,377	06/04/2013
ONE PERFECT FIND AT A TIME	85/858,759	02/25/2013
RED EMBER	85/950,381	06/04/2013