

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FCC, LLC d/b/a First Growth Capital		11/06/2013	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	XM International, Inc.
Street Address:	433 Hackensack Avenue
City:	Hackensack
State/Country:	NEW JERSEY
Postal Code:	07601
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3423011	TAP-CAP STAPLER BY X-CELL COLLATED FASTE
Registration Number:	3264821	X-CELL LIFESTYLE A STANDARD OF "EX-CELL-
Registration Number:	3080928	
Registration Number:	3072225	
Registration Number:	3083915	
Registration Number:	3083916	
Registration Number:	3083914	
Registration Number:	3089073	X+CELL FASTENERS A STANDARD OF "EX-CELL-
Registration Number:	3089072	X+CELL FASTENERS A STANDARD OF "EX-CELL-
Registration Number:	3089071	X+CELL FASTERNERS A STANDARD OF "EX-CELL
Registration Number:	3089070	X+CELL FASTENERS A STANDARD OF "EX-CELL-
Registration Number:	3089069	X+CELL FASTENERS A STANDARD OF "EX-CELL-
Registration Number:	2954305	X+CELL FASTENERS A STANDARD OF "EX-CELL-

OP \$340.00 3423011

**CORRESPONDENCE DATA**

Fax Number: 5616231867

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

Phone: 561-623-1908

Email: tbinder@firstcapital.com

Correspondent Name: Tatiana Binder, First Growth Capital

Address Line 1: 1880 N. Congress Avenue, Suite 404

Address Line 4: Boynton Beach, FLORIDA 33426

NAME OF SUBMITTER:	Tatiana Binder
Signature:	/Tatiana Binder/
Date:	11/06/2013

**Total Attachments: 12**

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October 9, 2013

XM International, Inc.  
433 Hackensack Avenue  
Hackensack, NJ 07601

Jane J. Dong  
433 Hackensack Avenue  
Hackensack, NJ 07601

Re: Repayment of Indebtedness

Ladies & Gentlemen:

Reference is hereby made to that certain Purchasing Agreement dated as of October 5, 2010, (as amended or modified from time to time (collectively, the "Purchasing Agreement") between XM International, Inc. ("Client"), and Jane J. Dong, an individual resident of the State of New Jersey ("Guarantor"); Client and Guarantor are individually referred to herein as an ("Obligor") and collectively referred to herein as ("Obligors"), and FCC, LLC d/b/a First Growth Capital (the "Purchaser"). Capitalized terms used but not otherwise defined in this letter (the "Payoff Letter") shall have the respective meanings set forth in the Purchasing Agreement.

Client desires to pay in full all of the outstanding indebtedness owing under the Purchasing Agreement. Client has granted security interests in and to its assets to the Purchaser to secure various obligations of Client to Purchaser under the Purchasing Agreement and the other Purchasing Documents.

The total amount of all indebtedness and other obligations owing to Purchaser by Client, if paid on or prior to 5:00 p.m. Eastern Time on October 9, 2013 (the "Payoff Time"), is \$22,683.99, which amount includes all principal, interest, fees, penalties and other amounts owing by Client to Purchaser on such date (the "Payoff Amount") and is broken down as follows:

Advances:	<u>\$19,405.74</u>
Accrued Invoice Fees & Interest:	<u>\$849.16</u>
Minimums-October:	<u>\$1,929.09</u>
Estimated legal fees and recording charges for UCC terminations (the "Expense Reserve"):	<u>\$500.00</u>

TOTAL WIRE TRANSFER AMOUNT \$22,683.99

If the Payoff Amount is not received by the Payoff Time, the amount necessary to repay all of such indebtedness and other obligations shall be recalculated by Purchaser and a new Payoff Letter provided to Client. In addition, if by reason of errors in computation, other clerical or computer errors or adjustments made no more than sixty (60) days after the Payoff Time, additional amounts are found to be due and owing to Purchaser, Client agrees to promptly reimburse Purchaser for such additional amounts. Payment of the Payoff Amount by the Payoff Time should be made by wire transfer according to the wire transfer instructions on Exhibit A.

Purchaser hereby agrees that, immediately upon receipt of the Payoff Amount by the Payoff Time in immediately available funds in accordance with the payment instructions set forth above:

(a) All outstanding debts, liabilities and obligations of Client to Purchaser under the Purchasing Agreement and the other Purchasing Documents shall be deemed satisfied in full and Client shall have no remaining obligations to Purchaser under the Purchasing Agreement or the Purchasing Documents, except for any and all contingent expense and indemnity obligations which, by the terms of the Purchasing Documents, survive the termination of the credit facilities;

(b) Purchaser's security interest in the assets of Client shall automatically terminate; and

(c) Purchaser's financing arrangements and commitments to extend credit to or for the benefit of the Client shall terminate, and thereafter the Client shall have no right to obtain credit from the Purchaser under the Purchasing Agreement.

Following its receipt of the Payoff Amount by the Payoff Time in immediately available funds in accordance with the payment instructions set forth above, Purchaser agrees to provide any financing statement amendments or terminations or other appropriate documentation as may be reasonably necessary or appropriate to terminate of record all liens and security interests held by Purchaser in the assets of Client. Further, Purchaser agrees to take any other actions reasonably necessary or desirable to evidence the above-described termination of security interests in the assets of Client. Client acknowledges that Purchaser's execution or and/or delivery of any documents releasing Purchaser's security interests in any property of Client is made without recourse, representation, warranty or other assurance of any kind by Purchaser as to Purchaser's rights in any collateral security for amounts owing under the Purchasing Documents, the condition or value of any collateral, or any other matter.

Upon Purchaser's receipt of the Payoff Amount, Purchaser shall take such actions as Client may reasonably request to:

1. Forward to Client, not less than weekly each Friday (or the next Business Day if Friday is not a Business Day) all collected and available funds received by Purchaser in the Account (as defined below) to Client according to the wire transfer instructions on Exhibit A. All remittances, mail and other items received by Purchaser on behalf of Client will be returned to sender. Notwithstanding the foregoing, Purchaser shall be under no obligation to pursue any collection and/or exercise any remedies respecting any such collateral, other than forwarding such collateral to Client, without recourse to Purchaser. Purchaser shall deduct a wire transfer fee of \$30 per wire transfer. This agreement to forward funds and other items shall terminate sixty (60) days from the date of this Payoff Letter. After such date, funds received will be returned to sender in accordance with Purchaser's standard operating procedures.

The foregoing release by Purchaser is conditioned on the understanding that all of Purchaser's rights are reserved (a) in and to any checks or similar instruments for the payment of money heretofore or hereafter received by Purchaser in connection with its lending arrangement or otherwise received by Purchaser from Client and its account debtors (such checks or instruments collectively referred to as the "Instruments"), (b) in and to any money due to become due under or by any reason of the Instruments, and (c) in and to any right to claim that such moneys are due, in each case, solely to the extent Purchaser has already received, deposited and credited to Client's account such Instruments or receives, deposits and wires to Client the funds represented by Instruments received by Purchaser after the date of this Payoff Letter.

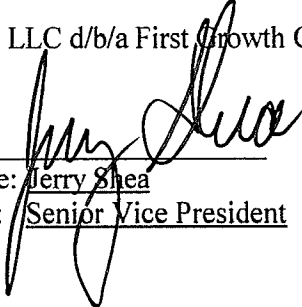
Client hereby agrees to pay to Purchaser, upon Purchaser's demand, the amount of any Instrument (i) for which Client was given credit in computing the balance of its indebtedness to Purchaser, or (ii) for which funds were forwarded to Client after the Payoff Date, in either case if such Instrument is hereafter returned unpaid for any reason whatsoever or must be returned to the payor or a representative thereof (including a trustee in bankruptcy or assignee for the benefit of creditors) on the grounds of preference or is an Instrument for which Client was given credit as a result of any error, together with all expenses incident to the processing and return of any such Instrument.

Each Obligor (a) acknowledges and agrees that no right of offset, defense, counterclaim, claim or objection exists in favor of any Obligor against Purchaser arising out of or with respect to the Purchasing Agreement or any Guarantor's guaranty in favor of Purchaser, any other loan documents, the obligations owing by any Obligor to Purchaser, or any other arrangement or relationship between Purchaser, on one hand, and any Obligor, on the other hand, and (b) releases, acquits, remises and forever discharges Purchaser and its affiliates and all of its past, present and future officers, directors, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, actions and causes of action, whether at law or in equity, whether now accrued or hereafter maturing, and whether known or unknown, which any Obligor now or hereafter may have by reason of any manner, cause or things to and including the date of this Payoff Letter with respect to matters arising out of or with respect to the Purchasing Agreement, any Guarantor's guaranty in favor of Purchaser, any other loan documents, the obligations owing by any Obligor to Purchaser, or any other arrangement or relationship between Purchaser, on one hand, and any Obligor, on the other hand.

Notwithstanding anything to the contrary contained herein, Client acknowledges and agrees that the Payoff Amount includes the Expense Reserve, which will be held by Purchaser until all of the fees, costs, and expenses payable to Purchaser in connection with the Purchasing Agreement, the Purchasing Documents and the transactions contemplated by this Payoff Letter or the performance of the parties hereunder, have been satisfied, and the balance, if any, remaining after such application will be remitted by Purchaser to Client with an accounting of any deductions therefrom; provided, however that such remaining balance (if any) will be remitted by Purchaser to Client by no later than December 9, 2013. If Purchaser incurs fees, costs, or expenses in connection with the Purchasing Agreement, the Purchasing Documents or the transactions contemplated under this Payoff Letter that exceed the Expense Reserve, or if Purchaser incurs fees, costs, or expenses in connection with any of the foregoing after the balance of the Expense Reserve has been remitted to Client, the Client shall reimburse Purchaser promptly after receipt of a demand therefore (and in any event within three (3) Business Days of such request), for the full amount of all such fees, costs, or expenses.

The agreements of Purchaser contained herein are conditioned on Purchaser's receipt of a fully executed copy of this Payoff Letter. Any signature to this Payoff Letter delivered by a party by facsimile transmission or by email in portable document format (PDF) shall be deemed to be an original signature hereto. This Payoff Letter shall constitute an agreement made in and governed by the internal laws of the State of Florida.

FCC, LLC d/b/a First Growth Capital

By:   
Name: Jerry Shea  
Title: Senior Vice President

[Signatures continued on next page]

Client confirms and agrees to the foregoing.

XM International, Inc.

By: 

Name: Jane J. Dong

Title: President

10/9/2013

Guarantor confirms and agrees to the foregoing.

Jane J. Dong

  
Name: Jane J. Dong

10/9/2013

EXHIBIT A

Wire Transfer Instructions

Wire Transfer Instructions for Purchaser:

<b>Bank Name:</b>	<b>US Bank, National Association</b>
<b>Bank Address:</b>	<b>60 Livingston Avenue St. Paul, MN 55107-2232</b>
<b>ABA Routing No.:</b>	<b>123000848</b>
<b>Account Name:</b>	<b>FCC Financing Subsidiary VIII, LLC F/B/O US Bank, asTrustee</b>
<b>Account No.:</b>	<b>153910735221</b>
<b>Reference:</b>	<b>XM International</b>

Wire Transfer Instructions for Client:

<b>Bank Name:</b>	<b>Bank of America</b>
<b>Bank Address:</b>	
<b>ABA Routing No.:</b>	<b>021200339</b>
<b>Account Name:</b>	<b>XM International, Inc.</b>
<b>Account No.:</b>	<b>381006924210</b>
<b>Reference:</b>	<b>XM International</b>

[Address for forwarding remittances, mail and other items:]

XM International, Inc.  
P.O. Box 3069  
Ridgefield, NJ 07657



EXHIBIT B

UCC Financing Statements

File # 25781298; filed 10/1/2010-New Jersey Secretary of State

Trademark Assignment: File #900174997A; filed 10/27/2010-US Patent & Trademark Office;  
Reel/Frame: 004304/0552



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



\*900174997\*

OCTOBER 27, 2010

PTAS

MAREN PERRY/LEASON ELLIS  
81 MAIN STREET, SUITE 503  
WHITE PLAINS, NY 10601

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/27/2010

REEL/FRAME: 004304/0552  
NUMBER OF PAGES: 15

BRIEF: SECURITY INTEREST  
DOCKET NUMBER: 3503/8598-000

ASSIGNOR:  
XM INTERNATIONAL, INC.

DOC DATE: 10/05/2010  
CITIZENSHIP: NEW JERSEY  
ENTITY: CORPORATION

ASSIGNEE:  
FCC, LLC  
DBA FIRST GROWTH CAPITAL  
4855 TECHNOLOGY WAY, SUITE 500  
BOCA RATON, FLORIDA 33431

CITIZENSHIP: FLORIDA  
ENTITY: LIMITED LIABILITY COMPANY

APPLICATION NUMBER: 78958001  
REGISTRATION NUMBER: 3423011

FILING DATE: 08/22/2006  
ISSUE DATE: 05/06/2008

MARK: TAP-CAP STAPLER BY X-CELL COLLATED FASTE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

004304/0552 PAGE 2

APPLICATION NUMBER: 78960407 FILING DATE: 08/25/2006  
REGISTRATION NUMBER: 3264821 ISSUE DATE: 07/17/2007

MARK: X?CELL LIFESTYLE A STANDARD OF "EX-CELL-"  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76550839 FILING DATE: 10/10/2003  
REGISTRATION NUMBER: 3080928 ISSUE DATE: 04/11/2006

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 76550838 FILING DATE: 10/10/2003  
REGISTRATION NUMBER: 3072225 ISSUE DATE: 03/21/2006

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 76550835 FILING DATE: 10/10/2003  
REGISTRATION NUMBER: 3083915 ISSUE DATE: 04/18/2006

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 76550837 FILING DATE: 10/10/2003  
REGISTRATION NUMBER: 3083916 ISSUE DATE: 04/18/2006

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 76550834 FILING DATE: 10/10/2003  
REGISTRATION NUMBER: 3083914 ISSUE DATE: 04/18/2006

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 76550833 FILING DATE: 10/10/2003  
REGISTRATION NUMBER: 3089073 ISSUE DATE: 05/09/2006

MARK: X+CELL FASTENERS A STANDARD OF "EX-CELL-"  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76550832 FILING DATE: 10/10/2003  
REGISTRATION NUMBER: 3089072 ISSUE DATE: 05/09/2006

MARK: X+CELL FASTENERS A STANDARD OF "EX-CELL-"  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76550831 FILING DATE: 10/10/2003  
REGISTRATION NUMBER: 3089071 ISSUE DATE: 05/09/2006

MARK: X+CELL FASTENERS A STANDARD OF "EX-CELL"  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

004304/0552 PAGE 3

APPLICATION NUMBER: 76550830                      FILING DATE: 10/10/2003  
REGISTRATION NUMBER: 3089070                      ISSUE DATE: 05/09/2006

MARK: X+CELL FASTENERS A STANDARD OF "EX-CELL-"  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76550829                      FILING DATE: 10/10/2003  
REGISTRATION NUMBER: 3089069                      ISSUE DATE: 05/09/2006

MARK: X+CELL FASTENERS A STANDARD OF "EX-CELL-"  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76550828                      FILING DATE: 10/10/2003  
REGISTRATION NUMBER: 2954305                      ISSUE DATE: 05/24/2005

MARK: X+CELL FASTENERS A STANDARD OF "EX-CELL-"  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

THERESA FREDERICK, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

10/27/2010  
 900174997

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
XM International, Inc.		10/05/2010	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	FCC, LLC
<b>Doing Business As:</b>	DBA First Growth Capital
<b>Street Address:</b>	4855 Technology Way, Suite 500
<b>City:</b>	Boca Raton
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33431
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3423011	TAP-CAP STAPLER BY X-CELL COLLATED FASTENERS
Registration Number:	3284821	X-CELL LIFESTYLE A STANDARD OF "EX-CELL-ENCE" IN QUALITY LIVING YOU DREAM ABOUT INNOVATION INSPIRATION BEAUTY FASHION CREATIVITY ETERNITY INSIGHT ELEGANCE VISION
Registration Number:	3080928	
Registration Number:	3072225	
Registration Number:	3083915	
Registration Number:	3083916	
Registration Number:	3083914	
Registration Number:	3089073	X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.
Registration Number:	3089072	X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.

OP \$340.00 3423011

Registration Number:	3089071	X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.
Registration Number:	3089070	X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.
Registration Number:	3089069	X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.
Registration Number:	2954305	X+CELL FASTENERS A STANDARD OF "EX-CELL-ENCE" IN QUALITY HARDWARE.

**CORRESPONDENCE DATA**

Fax Number: (914)288-0023  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (914) 821-9078  
 Email: [tmocket@leasonellis.com](mailto:tmocket@leasonellis.com)  
 Correspondent Name: Maren Perry/Leason Ellis  
 Address Line 1: 81 Main Street, Suite 503  
 Address Line 4: White Plains, NEW YORK 10601

ATTORNEY DOCKET NUMBER: 3503/8598-000

NAME OF SUBMITTER: Maren C. Perry

Signature: /mcp/

Date: 10/26/2010

Total Attachments: 13  
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