

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
jWin Electronics Corp.		10/31/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	601 Lexington Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3442473	ILUV	
Registration Number:	3441679	ILUVNY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.237.1162		
Email:	jpastore@windelsmarx.com		
Correspondent Name:	James J. Pastore		
Address Line 1:	156 West 56th Street		
Address Line 2:	Windels Marx		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	James J. Pastore		
Signature:	/James J. Pastore/		
Date:	11/11/2013		
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TRADEMARK ASSIGNMENT OF A SECURITY INTEREST

WHEREAS, JWIN ELECTRONICS CORP. (d/b/a iLuv Creative Technologies) (collectively, the “Grantor”) is the owner of the entire right, title and interest in and to the United States trademarks, trade names and registrations listed on Schedule A attached hereto and made a part hereof (collectively, the “Trademarks”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, CITIBANK, N.A., having a place of business at 601 Lexington Avenue, 4th Floor, New York, New York 10022, identified as the “Lender”, under that certain Security and Pledge Agreement (the “Security Agreement”) of even date herewith (the “Grantee”) is desirous of recording its security interest in said Trademarks; and

WHEREAS, the Grantee has a security interest in the assets of the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, for itself and its successors and assigns does hereby collaterally transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks and all proceeds thereof and all rights and proceeds associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment of a Security Interest to be executed by its duly authorized officer on this 31st day of October, 2013.

WITNESS/ATTEST:

By: _____

Name: Ki W Lim
Title: CFO

JWIN ELECTRONICS CORP.
(d/b/a iLuv Creative Technology)

By: _____

Name: Dena M. Kim
Title: Executive Vice President

Schedule A to the
Trademark Assignment of a Security Interest

SCHEDULE OF TRADEMARKS

<u>Serial Number</u>	<u>Registration Number</u>	<u>Word Mark</u>
78737738	3442473	ILUV
77098986	3441679	ILUVNY

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