

## 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
CTM Group, Inc.		11/22/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4203400	IREALITY	
Registration Number:	3780721	THE PENNY PASSPORT	
Registration Number:	2201210	THE PENNY MEN	
Serial Number:	86123304	PENNYCOLLECTOR	
CORRESPONDENCE DATA			
Fax Number:	3123322196		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.863.7266		
Email:	justin.debruyne@goldbergkohn.com		
Correspondent Name:	Justin DeBruyne		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe St.		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3630.175		

OP \$115.00 4203400

NAME OF SUBMITTER:	Justin DeBruyne
Signature:	/justin debruyne/
Date:	11/26/2013
<b>Total Attachments: 4</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

## GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of November 22, 2013, by CTM Group, Inc., a Delaware corporation ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of even date herewith (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding anything herein to the contrary, the term "Collateral" shall not include, and no Grantor is pledging, nor granting a securing interest hereunder in, any Excluded Assets.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Grantor hereby authorizes Grantee unilaterally to modify this Trademark Agreement by amending Schedule A to include any future United States Trademarks of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Agreement or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on Schedule A.

This Trademark Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

CTM GROUP, INC. a Delaware corporation

By: \_\_\_\_\_  
Name: Thomas Coco  
Title: President & CEO

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 005160 FRAME: 0872

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark	Status	Reg. No.	Serial. No.	Registration Date
IREALITY	Registered	4203400		09/04/2012
THE PENNY PASSPORT	Registered	3780721		04/27/2010
THE PENNY MEN	Registered	2201210		11/03/1998
PENNYCOLLECTOR	Application		86123304	11/19/2013