

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
POPPIN, INC.		12/10/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, Mail Code 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4368928	WORK HAPPY
Registration Number:	4415076	POPPIN
Registration Number:	4415079	POPPIN
Serial Number:	77887664	POPPIN
Registration Number:	4415075	POPPIN
Registration Number:	4347036	POPPIN
Registration Number:	4415078	POPPIN
Registration Number:	4415077	POPPIN
Registration Number:	4418818	POPPIN

CORRESPONDENCE DATA

Fax Number: 7349302494
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 734-930-0121

OP \$240.00 4368928

Email: asujek@bodmanlaw.com
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	12/17/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 10, 2013 by and between COMERICA BANK ("Bank") and POPPIN, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and the Loan Documents, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants as of the date hereof, and as of any date that updates to Exhibits A, B, and C are made in accordance with the Loan Agreement, that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

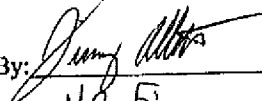
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

POPPIN, INC.

Address of Grantor:

44 W. 18th Street
Suite 701
New York, NY 10011
Attn: Randy Nicolau

By: 
Title: VP Finance

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement (3035145)]

TRADEMARK
REEL: 005175 FRAME: 0228

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

44 W. 18th Street
Suite 701
New York, NY 10011
Attn: Randy Nicolau

GRANTOR:

POPPIN, INC.

By: _____

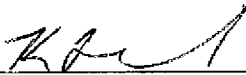
Title: _____

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By:  _____

Title: *SVP* _____

[Signature Page to Intellectual Property Security Agreement (3035145)]

TRADEMARK
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EXHIBIT A

Copyrights

None.

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TRADEMARK
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EXHIBIT B

Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
Writing instrument clip	29/357848	3/18/10	D642621	8/2/11

Detroit_3035145_3

TRADEMARK
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EXHIBIT C
Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
WORK HAPPY	85/152740	10/14/10	4,368,928	7/16/13
POPPIN	77/887735	12/7/09	4,415,076	10/8/13
POPPIN	77/887828	12/7/09	4,415,079	10/8/13
POPPIN	77/887664	12/7/09	n/a	n/a
POPPIN	77/887715	12/7/09	4,415,075	10/8/13
POPPIN	77/887643	12/7/09	4,347,036	6/4/13
POPPIN	77/887766	12/7/09	4,415,078	10/8/13
POPPIN	77/887751	12/7/09	4,415,077	10/8/13
POPPIN	77/887613	12/7/09	4,418,818	10/15/13

TRADEMARK

REEL: 005175 FRAME: 0232

RECORDED: 12/17/2013