

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
Ttwick, Inc.		01/08/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Manchester Securities Corp.		
Street Address:	40 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4245945	± TTWICK	
Registration Number:	4245943	TTWICK	
CORRESPONDENCE DATA			
Fax Number:	2129868866		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(646) 964-9319		
Email:	rgreenstein@kkwc.com		
Correspondent Name:	Robin Greenstein		
Address Line 1:	551 5th Avenue 18th Floor		
Address Line 2:	KKWC		
Address Line 4:	New York, NEW YORK 10176		
NAME OF SUBMITTER:	Robin Greenstein		
Signature:	/s/Robin Greenstein		
Date:	01/10/2014		

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TRADEMARK

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Dated as of January 8, 2014

WHEREAS, TTWICK, INC., a New York corporation (the "Grantor"), now owns or holds or may hereafter acquire or hold certain Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications filed in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any state thereof, or the World Intellectual Property Organization, and all reissues, extensions or renewals thereof), including, without limitation, the Trademarks listed on Schedule 1 annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks hereafter adopted, acquired or held by any of the Grantors.

WHEREAS, Grantor and Manchester Securities Corp. have entered into the Security Agreement, dated as of January 8, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Manchester Securities Corp. (in such capacity, together with its successors and assigns, the "Secured Party");

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of such Grantor in, to and under all of the Grantor's Trademarks, whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of such Grantor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement); and

WHEREAS, all capitalized terms used in this Trademark Security Agreement, which are defined in the Security Agreement or in Article 8 or 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "Code") and which are not otherwise defined herein shall have the same meanings herein as set forth therein; provided that terms used herein which are defined in the Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Secured Party may otherwise determine.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, as security for the Obligations, a security interest in and to all of the Grantor's right, title and interest in, to and under the following, whether now or hereafter owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantor (collectively, the "Trademark Collateral"):

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto;
- (ii) each Trademark license, in which the Grantor is a licensee, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Grantor against third parties for the past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark.

Subject to the terms of the Security Agreement, the Secured Party shall not transfer the Collateral to any other party unless and until an Event of Default shall have occurred and be continuing under the Security Agreement. The Secured Party shall provide the notice(s) required by the Security Agreement in connection with any enforcement of its rights against any of the Collateral. So long as no Event of Default shall have occurred and be continuing, the Grantor may use, license and exploit the Trademarks in any lawful manner.

THIS TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK WHICH ARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or transmitted electronically in a Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom, shall in any event be effective unless signed by the Secured Party and the Grantor. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns, but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by the Grantor (including any of its successors and permitted assigns) without the prior written consent of the Secured Party, and any attempted assignment without such consent shall be null and void.


If any conflict or inconsistency exists between this Trademark Security Agreement, and the Security Agreement or the Note, the Security Agreement and the Note shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its respective duly Authorized Officer as of the date first set forth above.

GRANTOR:

TTWICK, INC.

By: 
Name: LUIS M SANCHEZ
Title: CEO

Signature Page to Trademark Security Agreement

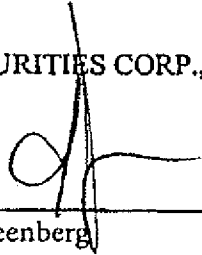
TRADEMARK
REEL: 005190 FRAME: 0800

ACCEPTED:

MANCHESTER SECURITIES CORP.,
as Secured Party

By: _____

Name: Elliot Greenberg
Title: Vice President



Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005190 FRAME: 0801

Schedule 1

Trademarks

	Classes	Reg. No.	Reg. Date
#Ttwick	IC 35, US 100, 101, 102	4245945	Nov. 20, 2012
Ttwick	IC 35, US 100, 101, 102	4245943	Nov. 20, 2012