

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
Ice.com Round2, Inc.		01/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ice.com, Inc.		
Street Address:	1083 State Route 9		
City:	Champlain		
State/Country:	NEW YORK		
Postal Code:	12919		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85912517	ICE REWARDS	
Registration Number:	3111280	ICE.COM	
Registration Number:	4465197	ICE	
CORRESPONDENCE DATA			
Fax Number:	4802456231		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4802456233		
Email:	glenn.bacal@bacalgroup.com		
Correspondent Name:	Glenn S. Bacal		
Address Line 1:	6991 East Camelback Road, Suite D-102		
Address Line 2:	Bacal Law Group, P.C.		
Address Line 4:	Scottsdale, ARIZONA 85251		
ATTORNEY DOCKET NUMBER:	60032-001		
NAME OF SUBMITTER:	Glenn S. Bacal		

OP \$90.00 85912517

900279687

TRADEMARK
 REEL: 005211 FRAME: 0809

Signature:	/Glenn S. Bacal/
Date:	02/07/2014
Total Attachments: 8 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif source=Security Agreement#page6.tif source=Security Agreement#page7.tif source=Security Agreement#page8.tif	

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "*Agreement*") is made as of January 30, 2014 by and between ICE.COM ROUND2, INC., (the "*Company*"), and ICE.COM, INC. ("*Secured Party*").

RECITALS

A. The Company and Secured Party are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "*APA*") whereby the Company has purchased the Purchased Assets (as defined in the APA) from the Secured Party (the "*Asset Purchase*"). Defined terms used but not defined herein shall have the meaning set forth in the APA.

B. As consideration for the Asset Purchase, the Company has agreed to make the Anniversary Payments (as defined in the APA), subject to the Company's right of setoff contained in Section 10.3 of the APA (the "*Obligations*").

Now, therefore, the parties agree as follows.

1. SECURITY.

1.1 Grant of Security Interest. As security for payment and performance of the Obligations of the Company to Secured Party when and as due, the Company grants to Secured Party a first priority lien and security interest in the Collateral (as defined below).

1.2 Perfection of Security Interest and Further Assurances.

(a) The Company shall, from time to time, as may be reasonably required by the Secured Party with respect to all Collateral, promptly take all commercially reasonable actions as may be requested by the Secured Party to perfect the security interest of the Secured Party in the Collateral, including, without limitation, with respect to all Collateral over which control may be obtained within the meaning of the California Uniform Commercial Code, the Grantor shall promptly take all commercially reasonable actions as may be requested from time to time by the Secured Party so that control of such Collateral is obtained and at all times held by the Secured Party.

(b) The Company hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including any financing or continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Company hereunder, without the signature of the Company where permitted by law, including the filing of a financing statement describing the Collateral substantially as set forth on Exhibit 1, or words of similar effect. The Grantor agrees to provide all information reasonably required by the Secured Party pursuant to this Section promptly to the Secured Party upon request.

(c) The Company hereby further authorizes the Secured Party to file with the United States Patent and Trademark Office (and any successor office and any similar office in any state of the United States or in any other country) this Agreement and other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Company hereunder, without the signature of the Company where permitted by law.

1.3 Collateral Defined. As used in this Agreement, the term “*Collateral*” means all of Company’s right, title and interest in and to the personal property, now existing or hereafter arising, as described on Exhibit 1 hereto, which Exhibit 1 is incorporated herein by reference.

1.4 Termination. When all the Obligations have been paid in full and discharged, this Agreement and the security interest granted to Secured Party under this Agreement will terminate. Upon any such termination, the Secured Party shall authenticate and deliver to the Company such documents as the Company may reasonably request to evidence such termination, provided that any associated filings evidencing such termination shall be the sole responsibility of and at the sole expense of the Company.

2. COVENANTS OF THE COMPANY. So long as any of the Company Obligations to Secured Party has not been fully satisfied, the Company covenants and agrees with Secured Party that:

2.1 Sale of Collateral. The Company will not, without Secured Party’s prior written consent, which may be withheld in Secured Party’ sole discretion, sell, lease, assign, transfer or otherwise dispose of the Collateral, any part thereof or any interest therein, or any of the Company’s rights therein, to any person, entity or party other than Secured Party provided, that as a condition to closing of any such transaction, all remaining Obligations shall be accelerated and payable as part of, and a condition to the closing of such transaction.

2.2 Other Liens. The Company will use commercially reasonable efforts to keep the Collateral free and clear of all liens, except for Permitted Liens. “*Permitted Liens*” means (a) liens for taxes or other governmental charges not at the time delinquent or thereafter payable without penalty or being contested in good faith, provided that adequate reserves for the payment thereof have been established in accordance with generally accepted accounting principles and the same have no priority over any of Secured Party’s security interests created hereunder, (b) liens of carriers, warehousemen, mechanics, materialmen, vendors, and landlords and other similar liens imposed by law incurred in the ordinary course of business for sums not overdue more than 90 days or being contested in good faith, provided that adequate reserves for the payment thereof have been established in accordance with generally accepted accounting principles and the same have no priority over any of Secured Party’s security interests created hereunder, and (c) other liens, provided that the aggregate amount of indebtedness secured by such other liens does not exceed \$50,000 and the same have no priority over any of Secured Party’s security interests created hereunder.

3. RIGHTS AND REMEDIES UPON EVENT OF DEFAULT.

3.1 Remedies. Secured Party shall have all of the rights of a secured party under the California Uniform Commercial Code. Without limiting the foregoing, Secured Party may, at its option, exercise any one or all of the following rights and remedies upon any Event of Default (as defined below): (i) collect the Collateral and its proceeds; (ii) require the Company to assemble the Collateral and make it available to Secured Party at a place designated by Secured Party or otherwise deliver it to the Secured Party as directed by the Secured Party and shall take all commercially reasonable actions reasonably deemed necessary or advisable by the Secured Party to completely deliver such collateral and put Secured Party in full possession, ownership and title of the Collateral (and upon such request, the Company shall take such actions specified in this subsection (ii)); (iii) proceed

with the foreclosure of the security interest in the Collateral and the sale or endorsement and collection of the proceeds of the Collateral; and/or (iv) sell, lease or otherwise dispose of the Collateral at public or private sale, with or without having the Collateral at the place of sale. Upon any return of the Updated Customer List as provided in this Section 3.1, the Company (A) shall represent and warrant to the Secured Party, as of the date such Updated Customer List is returned to Secured Party, that the Company has, through such date, been and acted, and the transfer of the Collateral is, in compliance with (i) the Company's privacy policies and (ii) to the knowledge of the Company, all applicable Privacy Laws (as defined in the APA) in effect on the date of this Agreement, in each case with respect to the Updated Customer List and (B) provide the Secured Party with the Updated Customer List, along with all information and files associated with opt out lists and other information in Secured Party's possession reasonably requested by Secured Party demonstrating compliance with (i) above. For purposes hereof, "**Event of Default**" means that the Company has failed to make payment of the Obligations when due under the APA; *provided, however*, that it shall not be considered to be an "**Event of Default**" hereunder if the Company withholds any amount from any Anniversary Payment pursuant to the Company's right of setoff contained in Section 10.3 of the APA; *provided, further, however*, that if, following the Company's exercise of its right of setoff contained in Section 10.3 of the APA, it is later determined by a court of competent jurisdiction, not subject to appeal, or in a written agreement between the Company and the Secured Party that the Company was not entitled to such setoff, in whole or in part, then the undisputed portion of such Anniversary Payment shall be paid by the Company within 10 business days of notice given by the Secured Party, and any failure to make such payment within such time frame shall be considered to be an "**Event of Default**" hereunder.

3.2 Proceeds. If an Event of Default occurs, all proceeds and payments with respect to the Collateral will be retained by Secured Party (or if received by the Company will be held in trust and will be forthwith delivered by the Company to Secured Party in the original form received, endorsed in blank) and held by Secured Party as part of the Collateral or applied by Secured Party to the payment of the Obligations.

3.3 Application of Proceeds. The proceeds of all sales and collections in respect of the Collateral, the application of which is not otherwise specifically herein provided for, will be applied as follows: (i) first, to the payment of the costs and expenses of such sale or sales and collections and the attorneys' fees and out-of-pocket expenses incurred by Secured Party relating to costs of collection; (ii) second, any surplus then remaining will be applied first, to the payment of the Obligations; and (iii) third, any surplus then remaining will be paid to the Company.

4. GENERAL PROVISIONS.

4.1 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

4.2 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California, without reference to principles of conflict of laws or choice of laws and, to the extent applicable, by federal law.

4.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.4 Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given (a) on the date established by the sender as having been delivered personally, or (b) on the date delivered by a private courier as established by the sender by evidence obtained from the courier, or (c) on the date sent by facsimile, with confirmation of transmission, if sent during normal business hours of the recipient, if not, then on the next business day. Such communications, to be valid, must be addressed as follows:

If to Company, to:

Ice.com Round2, Inc.
444 Spear Street, Suite 213
San Francisco, CA 94105
Attention: Brandon Proctor

With a required copy (which shall not constitute notice) to:

Cooley LLP
3175 Hanover Street
Palo Alto, CA 94304
Attn: Matthew S. Bartus
Facsimile: 650-618-2624

If to Secured Party, to:

Ice.com, Inc.
4058 Jean Talon West, Suite 200
Montreal, Quebec H4P 1V5
Attention: Shmuel Gniwisch

With a required copy (which shall not constitute notice) to:

Michael G. Kalish, P.C.
Attorney At Law
1501 Broadway, Suite 1604
New York, NY 10036
Fax: (212) 579-1723

or to such other address or to the attention of such person or persons as the recipient party has specified by prior written notice to the sending party. If more than one method for sending notice as set forth above is used, the earliest notice date established as set forth above shall control.

4.5 Amendments and Waivers. This Agreement may be amended and provisions may be waived by Secured Party and the Company in writing signed by each.

4.6 JURY WAIVER. Secured Party and the Company waive any right to a trial by jury of any matter arising out of the this Agreement, or any transaction or action related thereto. If this waiver is not enforceable, the parties will resolve all differences through judicial reference pursuant to Code of Civil Procedure Section 638 et seq. before a referee sitting without a jury, such referee to be mutually acceptable to the parties or, if no agreement is reached, by a referee appointed by the Presiding Judge of the California Superior Court for Santa Clara County. This Section shall not restrict a party from exercising remedies under the Uniform Commercial Code or from exercising pre-judgment remedies under applicable law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first written above.

COMPANY:

ICE.COM ROUND2, INC.

By: 3. [Signature]
Name: Brandon Proctor
Title: Chief Executive Officer

SECURED PARTY:

ICE.COM, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first written above.

COMPANY:

ICE.COM ROUND2, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

ICE.COM, INC.


By:  _____
Name: Samuel Gniwisch
Title: CEO

EXHIBIT 1

The following trademarks and service marks and all goodwill associated therewith, which are owned by Company are applied for or registered with the United States Patent and Trademark Office:

- **ICE.COM**, US Reg. No. 3,111,280 for “online and mail order retail services featuring diamond and non-diamond jewelry.
- **ICE And Design**, US Reg. No. 4,465,197 for “online and mail order retail services featuring diamond and non-diamond jewelry.
- **ICE REWARDS**, US Ser. No. 85/912,517 for “promoting the sales of jewelry and diamonds through the administration of an incentive award program for consumers; and online and mail order retail services featuring diamond and non diamond jewelry and featuring a bonus incentive program for customers and promoting the goods of others by providing a bonus incentive program for customers”.

The domain name www.ice.com, together with the goodwill of the Business symbolized by such domain name, and any and all domain name registrations therefor, and any other rights that inhere in such domain name.

The content on the website displayed at www.ice.com (hereinafter the “Website”), including but not limited to the following: Copyrights to web pages designed for the Website, customer reviews and all customer or prospective customer generated content, page layouts for the Website, and all graphics used at the Website.

All information in the possession of the Company regarding each Person that has purchased a product from Seller through the Website (each, a “Customer”) (the “Customer List”); the Customer List shall include, to the extent in the Company’s possession, each Customer’s full name, email address, physical address, billing and delivery information, historical sales, and any other information in the Company’s possession related to such Customer. All information added by the Company to the Customer List after the date of the Asset Purchase that is of the same nature as the information contained in the Customer List included in the Purchased Assets (subject to compliance with applicable laws and privacy requirements) (such information, together with the Customer List, the “*Updated Customer List*”).

All claims, causes of action, chooses in action, rights of recovery and rights under all warranties, representations and guarantees (collectively, “Claims”) made by suppliers of products, materials or equipment, or components thereof, solely arising from or relating to the other Purchased Assets or the Assumed Liabilities other than (i) any actual or potential Claims against Delmar Manufacturing, LLC (“Delmar”), and (ii) any rights of recovery pursuant to the Class Settlement approved by the U.S. District Court for the Eastern District of New York on December 13, 2013 among merchants, Visa, MasterCard and other Defendants in a class-action lawsuit, to which Seller is a party, each of which claims and rights of recovery, if any, shall constitute Excluded Assets (such Claims, other than any actual or potential Claims against Delmar, the “Transferred Claims”).

All goodwill of the Business as a going concern.

All proceeds of any or all of the above described.