TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297814

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Richard R. Gilsdorf		03/11/2014	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Smart Options, LLC
Street Address:	600 West Chicago Avenue
Internal Address:	Suite 300N
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60654
Entity Type:	~~CORPORATION:~~ ILLINOIS, Limited Liability Company

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85905762	IT

CORRESPONDENCE DATA

Fax Number: 3125212868

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

Phone: 312.521.2768
Email: mfemal@muchshelist.com
Correspondent Name: Michael Femal/Much Shelist
Address Line 1: 191 N. Wacker Dr.
Address Line 2: Suite 1800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	0011392.0002 MJF
NAME OF SUBMITTER:	Michael J. Femal
SIGNATURE:	/Michael J. Femal/
DATE SIGNED:	03/11/2014

Total Attachments: 8
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made as of this 19 day of March, 2013, by Smart Options, LLC, a Delaware limited liability company ("Debtor"), in favor of Richard R. Gilsdorf ("Secured Party").

RECITALS

A. On the date hereof, Debtor executed and delivered to Secured Party a Note ("Note") in the principal amount of Five Hundred Thousand Dollars ($500,000.00) ("Loan").

B. For convenience, the Note and this Security Agreement are collectively referred to as the "Loan Documents".

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and to further secure the payment of the indebtedness and all other obligations of Debtor to Secured Party pursuant to the Loan Documents and the performance of all of the terms, covenants, conditions and agreements contained in the Loan Documents, Debtor HEREBY GRANTS to Secured Party a security interest in and to the following described property (collectively the "Collateral"): all of Debtor's right, title and interest in and to any and all patents, including, but not limited to U.S. Patent No. 7,313,539 (the "Patent"), copyrights and trademarks, whether owned or licensed, and related registrations and applications for registration therefor, including without limitation all patent rights, inventions and discoveries and invention disclosures (whether or not patented), trade names, trade dress, logos, packaging design, slogans, Internet domain names, registered and unregistered trademarks and service marks, copyrights in both published and unpublished works, know-how, trade secrets, confidential or proprietary information, research in progress, algorithms, data, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, and goodwill, franchises, licenses, permits, consents, approvals and claims of infringement against third parties, now owned or hereafter acquired by Debtor and all proceeds from such intellectual property (collectively, the "Intellectual Property").

NOW, THEREFORE, Debtor warrants and agrees that:

1. Debtor shall use the Collateral in any lawful manner not inconsistent herewith.

2. At all times, the Secured Party shall have a first security interest in the Collateral and Debtor shall keep the Collateral free of all liens and claims whatsoever, other than the following: (a) liens for taxes or assessments or other governmental charges not yet due and payable or which are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP; (b) attachment or judgment liens unless any such attachment or judgment lien has not been satisfied or stayed within thirty (30) days of the entry thereof; and (c) licenses, leases, sublicenses or subleases of Collateral that do not impair in any material respect the operations of the business of Debtor.

3. No financing statement specifying any part of the Collateral is or will be on file in any public office, except in favor of Secured Party, and Debtor does and, from time to time, shall

at the request of Secured Party, authorize Secured Party to file a financing statement and other documents (and pay the costs of filing and recording a financing statement in all public offices deemed reasonably necessary by Secured Party) and do such other acts and things as may be reasonably requested by Secured Party to establish and maintain a valid security interest in the Collateral (free from all liens and claims whatsoever, except as provided herein), to secure the payment of the Note and the performance of all obligations, terms, covenants, conditions and agreements required of Debtor pursuant to the Loan Documents.

4. Debtor shall not sell the Collateral without the prior written consent of Secured Party, other than the sale or abandonment of any Intellectual Property, excluding the Patent, that Debtor has determined is no longer material to the operations of its business. Secured Party may, from time to time at its option, perform any agreement which Debtor shall fail to perform within the time required pursuant to the Loan Documents and take any other action which Secured Party deems reasonably necessary to maintain its perfected security interest therein. Debtor agrees to forthwith reimburse Secured Party for all reasonable expenses incurred by it in connection with the foregoing, together with interest thereon, at the rate of ten percent (10%) per annum, from the date such expenses are incurred until the date of reimbursement thereof by Debtor.

5. If an Event of Default has occurred and is continuing:

(a) All indebtedness due pursuant to the Loan Documents may, at the option of Secured Party and without demand or notice of any kind (except as herein or therein provided), notwithstanding any provisions of the Loan Documents, be declared and the same shall thereupon become immediately due and payable.

(b) Secured Party may exercise, from time to time, any rights and remedies available to it pursuant to the Loan Documents and by reason of applicable law including the sale of the Collateral in accordance with the terms of Article 9 of the Uniform Commercial Code and if, pursuant to applicable law, any notification of the intended disposition of any part of the Collateral is required, such notification shall be in writing and shall be deemed properly delivered, if delivered pursuant to the notice provisions contained in this Agreement.

(c) Debtor shall pay all costs and expenses incurred by Secured Party by reason of the collection of the Note and the enforcement of its rights pursuant hereto and contained in the Loan Documents, including, but not limited to, reasonable attorneys' fees and expenses.

(d) All proceeds of any disposition of any part or all of the Collateral shall be applied by Secured Party in payment of the Note, in such order as provided in the Note.

6. No delay on the part of Secured Party in the exercise of any right or remedy provided herein or in the Loan Documents and no single or partial exercise by Secured Party of any right of remedy shall preclude other or further exercises or the exercise of any other right or remedy.

7. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid pursuant to applicable law and if any provision, or any part of it, shall be prohibited by or invalid, such provision, or such part, shall be ineffective only to

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the extent of such prohibition or invalidity and shall not invalidate the remaining provisions of this Agreement.

8. This Agreement has been prepared in accordance with the laws of the State of Illinois, shall be governed pursuant thereto in every respect, shall be binding upon Debtor and its successors, assigns, grantees and legal representatives and shall benefit Secured Party, its successors, assigns, grantees and legal representatives.

9. Any notice to Debtor or Secured Party which shall be given pursuant to the provisions hereof shall be delivered in writing and shall be personally served; delivered by overnight courier; sent by registered or certified mail, return receipt requested, postage prepaid; or sent by email or by facsimile to the respective parties at the following addresses:

If to Debtor:

Smart Options, LLC
600 W. Chicago Ave., Ste. 300N
Chicago, Illinois 60654
Attn: Hugh McNally (macm@optionit.com)

If to Secured Party:

Richard Gilsdorf
1443 N. North Park Avenue
Chicago, Illinois 60610
Email: richg@optionit.com

10. THE UNDERSIGNED ACKNOWLEDGES THAT THE LOAN IS BEING MADE BY THE SECURED PARTY IN PARTIAL CONSIDERATION OF SECURED PARTY'S RIGHT TO ENFORCE IN THE JURISDICTION STATED BELOW THE TERMS AND PROVISIONS OF THE LOAN DOCUMENTS. THE UNDERSIGNED CONSENTS TO JURISDICTION IN THE STATE OF ILLINOIS AND VENUE IN ANY STATE OR FEDERAL COURT IN COOK COUNTY, ILLINOIS FOR SUCH PURPOSES AND WAIVES ANY AND ALL RIGHTS TO CONTEST SAID JURISDICTION AND VENUE. THE UNDERSIGNED WAIVES ANY RIGHTS TO COMMENCE ANY ACTION AGAINST SECURED PARTY IN ANY JURISDICTION EXCEPT IN COOK COUNTY, ILLINOIS.

11. THE UNDERSIGNED EXPRESSLY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY SECURED PARTY AGAINST THE UNDERSIGNED WITH RESPECT TO ANY MATTER RELATING TO, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LOAN DOCUMENTS AND/OR THE TRANSACTIONS WHICH ARE THE SUBJECT OF THE LOAN DOCUMENTS.

[SIGNATURE PAGE FOLLOWS]

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[SIGNATURE PAGE OF SECURITY AGREEMENT]

The undersigned has executed this Agreement on the day and year first above written.

SMART OPTIONS, LLC,
a Delaware limited liability company

By: _____
Hugh McNally, Manager

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Michelle Stewart, a Notary Public in and for County in the State aforesaid, do hereby certify that Hugh McNally, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act.

Given under my hand and Notarial Seal this 19 day of March, 2013.

NOTARY PUBLIC

OFFICIAL SEAL
MICHELLE STEWART
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 2, 2015

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Richard W. Reynold 3123240978

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

GORDON RAPPOLD & MILLER
20 NORTH CLARK STREET
SUITE 2600

CHICAGO IL 60603

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 04:53 PM 03/21/2013
INITIAL FILING # 2013 1093067

SRV: 130344420

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: SMART OPTIONS, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
600 W. CHICAGO AVE SUITE 300N	CHICAGO	IL	60654	US

1d. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
LTD LIABILITY COMPANY	DE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
GILMORE	RICHARD	R	

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1443 N. NORTH PARK AVE	CHICAGO	IL	60610	US

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to any and all patents, including, but not limited to U.S. Patent No. 7,313,539 (the "Patent"), copyrights and trademarks, whether owned or licensed, and related registrations and applications for registration therefor, including without limitation all patent rights, inventions and discoveries and invention disclosures (whether or not patented), trade names, trade dress, logos, packaging design, slogans, Internet domain names, registered and unregistered trademarks and service marks, copyrights in both published and unpublished works, know-how, trade secrets, confidential or proprietary information, research in progress, algorithms, data, designs, processes, formulas, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, and goodwill, franchises, licenses, permits, consents, approvals and claims of infringement against third parties, now owned or hereafter acquired by Debtor and all proceeds from such intellectual property (collectively, the "Intellectual Property").

5. [ ] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] [ ] All Debtors [ ] Debtor 1 [ ] Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Delaware Division of Corporations

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DelawarE-UCC

Confirmation Copy

Your e-mail has been recorded. You will be sent a confirmation and an acknowledgement copy when your filing is available. If you did not supply an e-mail address, you may call the State of Delaware Technical Support Group at 302-739-3077 for confirmation.

Successfully Filed

UCC1 File Number: 2013109304 7

Submission Date and Time: 03/21/2013 04:53 PM EST

[Exit]

Privacy Policy

RECORDED: 03/11/2014

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