

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299965

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Everyday Edisons, LLC		03/27/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Edison Nation Holdings, LLC		03/27/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Edison Nation, LLC		03/27/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Safe TV Shop, LLC		03/27/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Edison Nation Products, LLC		03/27/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Allstar Marketing Group, LLC
Street Address:	2 Skyline Drive
City:	Hawthorne
State/Country:	NEW YORK
Postal Code:	10532
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4426934	BACON BOWL
Registration Number:	4414778	PARTY IN THE TUB
Registration Number:	4476184	HOT HUEZ
Registration Number:	4397578	HOT HUEZ
Registration Number:	4397579	HOT HUEZ

CORRESPONDENCE DATA

Fax Number: 2122453009

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

TRADEMARK

Phone: 2125416222
Email: trademark@kanekessler.com
Correspondent Name: Paul Szabo, Esq.
Address Line 1: 1350 Avenue of Americas
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 1534-1

NAME OF SUBMITTER: Stanley Seuradge

SIGNATURE: /Stanley Seuradge/

DATE SIGNED: 04/01/2014

Total Attachments: 10

source=243690578_v 3_Allstar Edison trademark security agreement - 379691v3 (EX (2)#page1.tif
source=243690578_v 3_Allstar Edison trademark security agreement - 379691v3 (EX (2)#page2.tif
source=243690578_v 3_Allstar Edison trademark security agreement - 379691v3 (EX (2)#page3.tif
source=243690578_v 3_Allstar Edison trademark security agreement - 379691v3 (EX (2)#page4.tif
source=243690578_v 3_Allstar Edison trademark security agreement - 379691v3 (EX (2)#page5.tif
source=243690578_v 3_Allstar Edison trademark security agreement - 379691v3 (EX (2)#page6.tif
source=243690578_v 3_Allstar Edison trademark security agreement - 379691v3 (EX (2)#page7.tif
source=243690578_v 3_Allstar Edison trademark security agreement - 379691v3 (EX (2)#page8.tif
source=243690578_v 3_Allstar Edison trademark security agreement - 379691v3 (EX (2)#page9.tif
source=243690578_v 3_Allstar Edison trademark security agreement - 379691v3 (EX (2)#page10.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 27th day of March, 2014, between ALLSTAR MARKETING GROUP, LLC, a New York limited liability company ("AMG"), and EDISON NATION HOLDINGS, LLC, a North Carolina limited liability company ("Borrower"), EVERYDAY EDISONS, LLC, a North Carolina limited liability company, EDISON NATION, LLC, a North Carolina limited liability company, EDISON NATION PRODUCTS, LLC, a North Carolina limited liability company, and SAFE TV SHOP, LLC, a North Carolina limited liability company, (collectively, "Guarantors", and collectively with "Borrower", the "Grantors").

Recitals:

Borrower desires to obtain a loan from AMG in accordance with that certain Loan Agreement dated as of the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), by and among Borrower, Guarantors, and AMG.

Guarantors have determined that the execution, delivery and performance of the Loan Agreement directly benefits and is in the best interest of Guarantors.

Grantors have entered into a Security Agreement in favor of AMG dated as of the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Security Agreement").

AMG is willing to make the loan to Borrower pursuant to the terms, and subject to the conditions, of the Loan Agreement, provided that the Grantors execute this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree with AMG as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement or the Security Agreement, as appropriate.

2. To secure the prompt payment and performance of all of the Secured Obligations, Grantors hereby grant, assign and pledge to AMG, for the benefit of AMG, a continuing security interest in and Lien upon all of the following property of Grantors, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto throughout the Territory applicable to such

Trademark Collateral (all of the foregoing trademarks, trademark registrations, trade names and applications listed on **Exhibit A**, together with the items described in clauses (i)-(iii), collectively, the "Trademarks");

(b) the goodwill of Grantors' business in the applicable Territory connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

Notwithstanding anything contained herein to the contrary, the Trademark Collateral does not include any Trademarks outside of the Territory applicable to a particular Product or any proceeds arising therefrom.

3. As additional consideration, Grantors hereby grant to AMG an Assignment of the Trademark Collateral, substantially in the form annexed hereto as **Exhibit B**, said Assignment to be perfected by filing for recordal only if an Event of Default by Grantors occurs and is continuing and solely in accordance with Paragraph 9 below.

4. Grantors represent and warrant to AMG that:

(a) Each of the Trademarks that is registered is subsisting and none of the Trademarks have been adjudged invalid or unenforceable;

(b) Upon filing of a UCC financing statement which names Grantors as debtor, AMG as secured party and the Trademark Collateral as collateral with the North Carolina Secretary of State and filing this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered at the United States Patent and Trademark Office and that is listed on Exhibit A attached hereto, enforceable against Grantors and all third Persons in accordance with its terms;

(c) Grantors have the unqualified right to enter into this Agreement and perform its terms;

(d) Each of the registered Trademarks is valid and enforceable in the United States; and

(e) Grantors are the sole and exclusive owner of the entire right, title and interest in and to all of the material Trademark Collateral, free and clear of any Liens, charges and encumbrances (except immaterial Liens, licenses permitted pursuant to the Loan Agreement and the Commercialization Agreements and subject to the termination of the Liens in favor of HLC Edison LLC which are being terminated in connection with the transactions contemplated by the Loan Agreement), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Grantors not to sue third Persons.

5. Grantors covenant and agree with AMG that:

- (a) [reserved]
- (b) [reserved]; and

(c) Except for Trademarks abandoned by Grantors in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect on the value of the Collateral, as a whole), Grantors have used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

6. [reserved]

7. If, before full payment of all of the Secured Obligations, Grantors shall obtain rights to any new Trademarks material to the Grantors with respect to any Products in the applicable Territory for such Products, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark with respect to any Products in the Territory ("Future Product Trademark Rights"), the provisions of Paragraph 2 hereof shall automatically apply thereto, and Grantors shall give to AMG prompt notice thereof in writing, and the Grantors and AMG shall amend **Exhibit A** to include such Future Product Trademark Rights with respect to the Territory applicable thereto. For the avoidance of doubt, this Paragraph 7 shall not apply to, and the term "Future Product Trademark Rights" does not include rights to (y) any new Trademarks with respect to any Product to the extent such Trademarks are outside of the Territory applicable to such Product or (z) any trademark application or trademark or any renewal of any Trademark with respect to any Product to the extent such application, trademark or renewal is outside of the Territory applicable to such Product.

8. [reserved]

9. At any time during the occurrence and continuance of an Event of Default, AMG shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under the law applicable to the transactions contemplated by this Agreement ("Applicable Law"). Without limiting the generality of the foregoing, at any time during the occurrence and continuance of an Event of Default, AMG may immediately, without demand of performance and without notice (except as provided in this Agreement or the other Loan Documents), or demand whatsoever to Grantors, each of which Grantors hereby expressly waive, collect directly any payments due Grantors in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Grantors hereby agree that twenty (20) days' written notice to Grantors of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such public sale or disposition, AMG may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Grantors, which right Grantors hereby waive and release. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all

reasonable costs and expenses incurred by AMG in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), AMG shall apply the remainder of such proceeds to the payment of the Secured Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after full payment of all of the Secured Obligations shall be paid over to Grantors. If any deficiency shall arise, Grantors and each other guarantor (if any) of the Secured Obligations shall remain jointly and severally liable therefor. At any time during the occurrence and continuance of an Event of Default, AMG may, upon thirty (30) days' prior written notice to the Grantors, also record in the appropriate filing offices the Collateral Assignment identified in Paragraph 3 above.

10. Grantors hereby make, constitute and appoint AMG and any officer or agent of AMG as AMG may select, as Grantors' true and lawful attorney-in-fact, with full power to do any or all of the following with respect to the Grantors during the occurrence and continuance of an Event of Default: to endorse Grantors' name on all applications, documents, papers and instruments necessary for AMG to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license (subject to any then-existing licenses) under the Trademarks to any other Person (but only to the extent such Person is not an Affiliate of AMG), or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person (but only to the extent such Person is not an Affiliate of AMG, unless such Person acquires the Trademark Collateral at a public sale in accordance with Paragraph 9 above). Grantors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until full payment of the Secured Obligations.

11. Grantors shall promptly after obtaining knowledge thereof notify AMG in writing of the assertion of any claim against the Trademark Collateral that could reasonably be expected to have a Material Adverse Effect on the Collateral. Grantors shall have the duty to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until full payment of the Secured Obligations, to make federal application on registrable but unregistered Trademarks for the Products in the Territory (subject to Grantors' reasonable discretion in the ordinary course of its business or, during the existence of an Event of Default or a Default, promptly upon AMG's request), to file and prosecute opposition and cancellation proceedings relating to the Trademarks, to file and prosecute lawsuits to protect each Trademark and to do any and all acts as Grantors reasonably deem necessary or desirable to preserve and maintain the Trademark Collateral, unless in any such case Grantors have determined that such Trademark Collateral is no longer material to the conduct of its business. Any expenses incurred in connection with such applications or proceedings shall be borne by Grantors. Grantors shall not abandon any Trademark application, or any pending Trademark application or Trademark without the consent of AMG, unless Grantors have determined that such Trademark application or Trademark is no longer necessary or material to the conduct of its business.

12. Notwithstanding anything to the contrary contained in Paragraph 11 hereof, AMG shall have the right, at any time during the occurrence and continuance of an Event of Default, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Grantors shall at the request of

AMG do any and all lawful acts (including bringing suit) and execute any and all proper documents required by AMG to aid such enforcement, or defense, and Grantors shall promptly, upon demand, reimburse and indemnify AMG for all reasonable costs and expenses incurred in the exercise of AMG's rights under this Paragraph 12.

13. If Grantors fail to comply with any of their obligations hereunder during the occurrence and continuance of an Event of Default, then to the extent permitted by Applicable Law, AMG may discharge such obligations in Grantors' name or in AMG's name, in AMG's sole discretion, but at Grantors' expense, and Grantors agree to reimburse AMG in full for all reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by AMG in prosecuting, defending or maintaining the Trademarks or AMG's interest therein pursuant to this Agreement.

14. No course of dealing between Grantors and AMG, nor any failure to exercise, nor any delay in exercising, on the part of AMG, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

15. All of AMG's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, the same shall be deemed severed herefrom and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided herein.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of AMG and upon the successors and permitted assigns of Grantors. Grantors shall not assign their rights or delegate their duties hereunder without the prior written consent of AMG.

19. Grantors hereby waive notice of AMG's acceptance hereof.

20. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature page to this Agreement delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.


22. **To the fullest extent permitted by Applicable Law, Grantors and AMG each waive the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[-signature page follows-]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.


BORROWER

EDISON NATION HOLDINGS, LLC


By: 
Name: Todd Stancombe
Title: President

GUARANTORS


EVERYDAY EDISONS, LLC

By: 
Name: Todd Stancombe
Title: President


EDISON NATION, LLC

By: 
Name: Todd Stancombe
Title: President

EDISON NATION PRODUCTS, LLC

By: 
Name: Todd Stancombe
Title: President

SAFE TV SHOP, LLC

By: 
Name: Todd Stancombe
Title: President

ALLSTAR MARKETING GROUP, LLC

By: 
Name: GEORGE VISNYEI
Title: CEO

EXHIBIT A

(1) Trademarks and Trademark Applications

Bacon Bowl

U.S. Trademark Reg. No. 4426934

Party in the Tub

U.S. Trademark Reg. No. 4414778

Hot Huez

U.S. Trademark Reg. No. 4476184

U.S. Trademark Reg. No. 4397578

U.S. Trademark Reg. No. 4397579

EXHIBIT B

FORM OF TRADEMARK ASSIGNMENT AGREEMENT