TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300003

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HIGI LLC		01/31/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	THE PRIVATEBANK AND TRUST COMPANY
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4429275	HIGI

CORRESPONDENCE DATA

Fax Number: 3126095005

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

Phone: 312-609-7897
Email: hmiller@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

CH $40.00 4429275

ATTORNEY DOCKET NUMBER:	40180000082
NAME OF SUBMITTER:	Holly Miller
SIGNATURE:	/Holly Miller/
DATE SIGNED:	04/01/2014

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 31st day of January, 2014 by **HIGI LLC**, a Delaware limited liability company, ("Grantor"), and **THE PRIVATEBANK AND TRUST COMPANY** ("Lender"):

W I T N E S S E T H:

WHEREAS, Grantor, Earndit, Inc., a Delaware corporation ("Earndit"), and higi holdings LLC, a Delaware limited liability company, have entered into a certain Loan and Security Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Lender, providing for the extensions of credit to be made to Grantor and Earndit by Lender and pursuant to which Grantor is required to execute and deliver to Lender this Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and its terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (collectively, "Intellectual Property"):

(i) each trademark owned by Grantor, including, without limitation, each trademark registration and trademark application identified in Schedule 1 annexed hereto ("Trademarks"), together with any renewals thereof and all goodwill associated therewith;

(ii) each trademark license to which Grantor is a party, together with all goodwill associated therewith, to the extent not expressly prohibited by the terms thereof;

(iii) all of Grantor's proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future injury to such goodwill or infringement or dilution of any of the Trademarks, including, without limitation, any trademark

registration identified in Schedule 1 annexed hereto, and any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by Grantor, including, without limitation, each patent and patent application identified in Schedule 2 annexed hereto, together with any reissues, continuations, continuations-in-part, extensions, reexaminations and utility models, certificates of invention, industrial designs, design patents, as well as the rights to file for and to claim priority to any such patent rights;

(v) each patent license to which Grantor is a party, together with all goodwill associated therewith, to the extent not expressly prohibited by the terms thereof; and

(vi) all of Grantor's proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any of the Patents identified in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent or patent application licensed under any patent license.

3. Representations and Warranties. Grantor hereby represents and warrants to Lender that:

(i) On the date hereof, all Patents and Trademarks owned by Grantor are, subsisting and unexpired and has not been abandoned and, to Grantor's knowledge, are valid and enforceable.

(ii) None of the Intellectual Property of Grantor is the subject of any licensing or franchise agreement, outside of the normal course of Grantor's business, pursuant to which Grantor is the licensor or franchisor.

(iii) No holding, decision or judgment has been rendered by any governmental authority against Grantor which limits, cancels or questions the validity of, or Grantor's ownership interest in, any Intellectual Property owned by Grantor in any material respect.

(iv) No action or proceeding is pending, or, to the knowledge of Grantor, threatened, on the date hereof (x) seeking to limit, cancel or question the validity of, or Grantor's ownership interest in, any Intellectual Property owned by Grantor, or (y) which, if adversely determined, would adversely affect the value of any Intellectual Property.

(v) Grantor owns and possesses or has a license or other right to use all intellectual property as is necessary for the conduct of the businesses of Grantor, without any infringement upon intellectual property rights of others which could reasonably be expected to have a Material Adverse Effect.

4. Covenants. Grantor covenants and agrees with Lender that, from and after the date of this Agreement until the Obligations shall have been paid in full and the Loan Agreement has been terminated:

(i) Intellectual Property. Grantor (either through itself or its licensees) will (v) continue to use each trademark material to its business in order to maintain such trademark in full force free from any claim of abandonment for non-use, (w) maintain the same (or higher) quality of products and services offered under such trademark as are currently, or have in the past been, maintained, (x) use such trademark with the appropriate notice of registration and all other notices and legends required by applicable law to maintain such trademark, (y) not adopt or use any mark which is confusingly similar or a colorable imitation of such trademark unless Lender shall obtain a perfected security interest in such mark pursuant to this Agreement, and (z) subject to the exercise of its reasonable business judgment, not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such trademark may become invalidated or impaired in any way.

(ii) Grantor (either itself or through licensees) subject to the exercise of its reasonable business judgment, will not do any act, or omit to do any act, whereby any patent material to its business may become forfeited, abandoned or dedicated to the public.

(iii) Grantor (either itself or through licensees) will not do any act that knowingly uses any Intellectual Property material to its business to infringe the intellectual property rights of any other Person.

(iv) Grantor will notify Lender promptly if it knows, or has reason to know, that any application or registration relating to any material Patent or Trademark may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding, Grantor's ownership of, or the validity of, any material Patent or Trademark or Grantor's right to register the same or to own and maintain the same.

(v) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, Grantor shall report such filing to Lender concurrently with the next delivery of financial statements of the Company pursuant to Section 9.3 of the Loan Agreement. Upon the request of Lender, Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as Lender may request to evidence Lender's security interest in any, patent or trademark and the goodwill and general intangibles of Grantor relating thereto or represented thereby.

(vi) Subject to the exercise of its reasonable business judgment Grantor will take all reasonable and necessary steps to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of all material Intellectual Property owned by it.

(vii) In the event that any material Grantor owned Intellectual Property is infringed upon or misappropriated or diluted by a third party, Grantor shall (x) take such actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (y) if such Intellectual Property is of material economic value, promptly notify

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Lender after it learns thereof and, to the extent, in its reasonable judgment, Grantor determines it appropriate under the circumstances, sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

(Signature Page Follows)

(Signature Page to Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

HIGI LLC, a Delaware limited liability company

By:_____
Name: Jeffrey Bennett
Title: Chief Executive Officer

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(Signature Page to Patent and Trademark Security Agreement)

Agreed and Accepted As of the Date First
Written Above:

THE PRIVATEBANK AND TRUST COMPANY

By: _____
Name: Kristen P. Freund
Title: Managing Director

(Signature Page to Patent and Trademark Security Agreement)

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks

U. S Trademark Registrations

Owner	Trademark	Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration
higi llc	HIGI	4429275	85440587	10-6-2011	11-5-2013

State Trademark Registrations

Owner	Trademark	State	Trademark Registration Number	Date of Registration

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

Patents

Owner	Title	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
higi llc			61/910,885		12-2-13