

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delivery Agent, Inc.		06/05/2014	CORPORATION: DELAWARE
Clean Fun Promotional Marketing, Inc.		06/05/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pinnacle Ventures, L.L.C., as Agent		
Street Address:	1600 El Camino Real, Suite 250		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85850493	SHOPTV	
Serial Number:	86134423	SHOPTV	
Registration Number:	3378121	SEEN ON!	
Serial Number:	86134427	SHOPTV LIVE	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-461-6125		
Email:	qlu@wsgr.com		
Correspondent Name:	WSGR, c/o Qui Lu		
Address Line 1:	650 Page Mill Road		
Address Line 2:	FH2-1 P12		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	30897.072		
NAME OF SUBMITTER:	Qui Lu		
SIGNATURE:	/s/ Qui Lu		
DATE SIGNED:	06/05/2014		

CH \$115.00 85850493

Total Attachments: 4

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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 5, 2014, is executed by DELIVERY AGENT, INC., a Delaware corporation ("Parent") and CLEAN FUN PROMOTIONAL MARKETING, INC., a California corporation, and collectively with Parent, each a "Debtor" and together, the "Debtors", in favor of PINNACLE VENTURES, L.L.C. as Agent for the Lenders under the Loan Agreement described below ("Secured Party").

A. Reference is made to a Loan and Security Agreement, dated as of June 5, 2014 (the "Loan Agreement"), by and between Debtors, Secured Party and certain Lenders from time to time party to thereto; any terms not defined herein shall have the meaning given to such terms in the Loan Agreement.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1 annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedule 1 hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Loan Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of the Loan Agreement, of any addition or change which is necessary to be made to Schedule 1 in order to maintain such schedule completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement, but in each case subject to the exceptions under "Collateral" (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement.

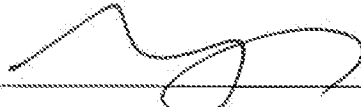
Secured Party's address is: Pinnacle Ventures, L.L.C.
1600 El Camino Real, Suite 250
Menlo Park, CA 94025

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTION VERSION

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

DELIVERY AGENT, INC.

By:  _____

Name: Michael Fitzsimmons

Title: Chief Executive Officer

CLEAN FUN PROMOTIONAL MARKETING,
INC.

By: _____

Name: Michael Novelly

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest -- Trademarks]

EXECUTION VERSION

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

DELIVERY AGENT, INC.

By: _____

Name: Michael Fitzsimmons

Title: Chief Executive Officer

CLEAN FUN PROMOTIONAL MARKETING,
INC.

By: _____

Name: Michael Novelly

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest -- Trademarks]

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
ShopTV		85850493 & 86134423
Seen On!		77198978 – 3378121
ShopTV Live		86134427