

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM309308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KARMALoop, INC.		06/27/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMVEST CAPITAL II, L.P., as Agent		
Street Address:	525 OKEECHOBEE BOULEVARD, SUITE 1050		
City:	WEST PALM BEACH		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4508256	GURU POWERED BY KARMALoop	
Registration Number:	4415218	SPOOL & THREAD	
Registration Number:	4448811	SHOP. PARTY. PLAY.	
Registration Number:	4491370	GLOBALLoop	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6913.021		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	07/01/2014		
Total Attachments: 6			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of June 27, 2014, by KARMALoop, INC., a Delaware corporation ("Grantor"), in favor of COMVEST CAPITAL II, L.P., a Delaware limited partnership, as Agent (as defined in the Credit Agreement, as defined below), for itself, the other Lenders (as defined in the Credit Agreement) and the other Secured Persons (as defined in the Collateral Agreement, defined below).

WITNESSETH:

WHEREAS, the Grantor, as Borrower, the Lenders and the Agent have entered into an Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which provides for, among other things, the Lenders to make various loans and extensions of credit to the Grantor from time to time pursuant to the terms and conditions of the Credit Agreement;

WHEREAS, Grantor, the other grantors from time to time parties thereto and Agent have entered into an Amended and Restated Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), pursuant to which, among other things, Grantor is required to secure all of the Obligations (as defined in the Credit Agreement) by granting to the Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, liens and security interests on substantially all of Grantor's assets;

WHEREAS, pursuant to the Collateral Agreement, Grantor granted to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, a continuing security interest in, lien on, and right of set-off against all Trademarks (as defined in the Collateral Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants, pledges and collaterally assigns to the Agent, for the benefit of the Secured Persons, a security interest in all of such Grantor's right, title and interest in:

(a) Grantor's Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, together with any reissues, continuations or extensions thereof, and

all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and

(b) all Proceeds and products thereof, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with such Trademarks.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Collateral Agreement. Notwithstanding the foregoing, the Agent may modify this Agreement by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by Grantor or any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by signatures delivered by facsimile or electronic mail, each of which shall be fully binding on the signing party.

6. GOVERNING LAW. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF DELAWARE SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.**

7. AMENDMENT AND RESTATEMENT. This Amended and Restated Trademark Security Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of August 24, 2012, by Grantor in favor COMVEST CAPITAL II, L.P. (the "Original Trademark Security Agreement"), and shall not act as a termination, release or novation of the Original Trademark Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KARMALOOP, INC.
a Delaware corporation

By: 

Name: Christopher Mastrangelo

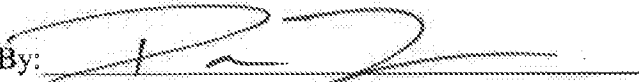
Title: Chief Operating Officer

ACCEPTED AND ACKNOWLEDGED BY:

COMVEST CAPITAL II, L.P., as Agent

By: ComVest Capital II Partners, L.P.,
Its General Partner

By: ComVest Capital II Partners UGP, LLC,
Its General Partner

By: 
Name: Daniel Lee
Title: Managing Director

SCHEDULE A**TRADEMARK REGISTRATIONS**

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
BOYLSTON TRADING COMPANY	85213804	4165982	06/26/2012	Karmaloop, Inc.
JUNGLELIFE	77370317	3854201	09/28/2010	Karmaloop, Inc.
KARMALoop TV	85017905	4158288	06/12/2012	Karmaloop, Inc.
MONARK KARMALoop ELITE	85498898	4146823	05/22/2012	Karmaloop, Inc.
MONARK	85498892	4146821	05/22/2012	Karmaloop, Inc.
KAZBAH	85226944	4101253	02/21/2012	Karmaloop, Inc.
THE KELLY SHOW	85019540	4091649	01/24/2012	Karmaloop, Inc.
THE DAILY LOOP	85018739	4091647	01/24/2012	Karmaloop, Inc.
PLNDR	85016075	3955930	05/03/2011	Karmaloop, Inc.
STREETAMMO	77882678	3817839	07/13/2010	Karmaloop, Inc.
KLOTHING LIBERATION PROJECT	77432462	4099263	02/14/2012	Karmaloop, Inc.
KLP	77432454	4099262	02/14/2012	Karmaloop, Inc.
KARMALoop	77243738	3408653	04/08/2008	Karmaloop, Inc.
SONS OF LIBERTY	77020105	3402431	03/25/2008	Karmaloop, Inc.
BRICK HARBOR	85437381	4200016	08/28/2012	Karmaloop, Inc.
ORISUE	78793053	3174143	11/21/2006	Karmaloop, Inc.
O	78793033	3174142	11/21/2006	Karmaloop, Inc.
GURU POWERED BY KARMALoop	86010185	4508256	04/01/2014	Karmaloop, Inc.
SPOOL & THREAD	85285973	4415218	10/08/2013	Karmaloop, Inc.
SHOP. PARTY. PLAY.	85715709	4448811	12/10/2013	Karmaloop, Inc.
GLOBALoop	85019301	4491370	03/04/2014	Karmaloop, Inc.
MISS KL	85715622	4313103	04/02/2013	Karmaloop, Inc.
KARMALoop	85716688	4309158	03/26/2013	Karmaloop, Inc.
KARMA LOOP	85716687	4309157	03/26/2013	Karmaloop, Inc.

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
PLNDR	85715625	4309155	03/26/2013	Karmaloop, Inc.