

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316437

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CARPETURN.COM, INC.		09/04/2014	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERITAGE BANK OF COMMERCE		
<b>Street Address:</b>	150 South Almaden Blvd.		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4124270	CARPETURN.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>			
<b>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	308012-110 CARPETURN		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		
<b>SIGNATURE:</b>	/Erin O'Brien/		
<b>DATE SIGNED:</b>	09/09/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 4, 2014 by and between HERITAGE BANK OF COMMERCE a California corporation ("Bank") and CARPETURN.COM, INC., an Arizona corporation ("Grantor").

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor (as amended from time to time, the "Loan Agreement") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

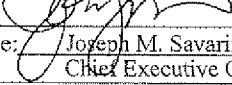
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

2110 South 7<sup>th</sup> Avenue, Suite 170  
Phoenix, AZ 85007  
Attn: Joseph Savarino, Chief Executive Officer

CARPETURN.COM, INC.

By:   
Print Name: Joseph M. Savarino  
Title: Chief Executive Officer

Address of Bank:

150 South Almaden Blvd.  
San Jose, California 95113  
Attn: Mike Hansen  
FAX: (408) 947-6910  
Email: Mike.Hansen@herbank.com

HERITAGE BANK OF COMMERCE


By:   
Print Name: Mike Hansen  
Title: SUPV. MORTGAGE

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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**EXHIBIT B**

**Patents**

Please Check Box if No Patents Exist

<u>Title</u>	<u>Serial/ Patent Number</u>	<u>Application/ Issue Date</u>
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
CARPETURN.COM	4,124,270	04/10/12