

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322317

<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>
SHERMANSTRAVELMEDIA, LLC		11/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Avidbank		
<b>Street Address:</b>	50 West San Fernando Street, Suite 850		
<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: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4112909	SMART LUXURY	
<b>Registration Number:</b>	3106829	SHERMANSTRAVEL	
<b>Registration Number:</b>	3365302	SHERMAN'S TRAVEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>	650-648-3802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	2-1020		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	11/05/2014		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 4, 2014 by and between AVIDBANK, a California corporation ("Bank") and ShermansTravel Media, LLC, a Delaware limited liability company ("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.

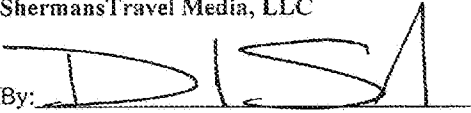
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

ShermansTravel Media, LLC  
112 W 34th Street, Suite 2110  
New York, NY 10120  
Attn: David Steward, CEO and Deven Bhatt, CFO  
FAX: (212) 417-9131  
Email: dsteward@shermanstravelmedia.com;  
dbhatt@shermanstravelmedia.com

ShermansTravel Media, LLC

By: 

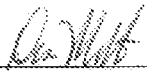
Print Name: DAVID STEWARD

Title: CEO

Address of Bank:

50 West San Fernando Street, Suite 850  
San Jose, California 95113  
FAX: 408-200-7399  
Attn: Diana Mattson  
Email: dmattson@avidbank.com

AVIDBANK

By: 

Print Name: DIANA MATTSON

Title: VP

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
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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>
SMART LUXURY	85213794 / 4112909	3/12/12
SHERMANSTRAVEL	78669479 / 3106829	6/20/06
SMART LUXURY	77169007 / 3365302	3/30/10
Abandoned/Dead/Cancelled Trademarks:		
WHERE I'M GOING	77833474	
WHERE I'M GOING BY SHERMANSTRAVEL.COM	77833461	
SHERMAN'S TRAVEL	77169007 / 3365302	
THE LUXE LIST	77169061 / 3342314	
SMART LUXURY VALUES	77095461 / 3323029	