

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PC Treasures, LLC		11/21/2014	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3929735	FLIPIT!	
Registration Number:	3942191	SLIPIT!	
Registration Number:	4013923	GRIPPIT!	
Registration Number:	4013924	TREEFROG	
Registration Number:	4126317	IT CLINGS TO THINGS	
Registration Number:	4122572	TREEFROG IT CLINGS TO THINGS	
Registration Number:	4290829	CHARGEIT!	
Registration Number:	4135043	PROPS	
Registration Number:	4233035	DIGITAL TREASURES	
Registration Number:	4213662	DT	
Registration Number:	4242062	PC TREASURES	
Registration Number:	4351650	LYRIX	
Serial Number:	85826001	FLOWERPOWER	
Serial Number:	85934304	POWERFLASK	
Serial Number:	85949288	POWERBALL	
Serial Number:	86190173	READYCHARGE	
Serial Number:	86361591	POWERNOW!	

OP \$440.00 3929735

CORRESPONDENCE DATA**Fax Number:** 7349302494*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.***Phone:** 734-930-0121**Email:** asujek@bodmanlaw.com**Correspondent Name:** Angela Alvarez Sujek - Bodman PLC**Address Line 1:** 201 South Division, Suite 400**Address Line 4:** Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
SIGNATURE:	/Angela Alvarez Sujek/
DATE SIGNED:	11/25/2014

Total Attachments: 7

source=PC Treasures - Trademark Agreement#page1.tif
source=PC Treasures - Trademark Agreement#page2.tif
source=PC Treasures - Trademark Agreement#page3.tif
source=PC Treasures - Trademark Agreement#page4.tif
source=PC Treasures - Trademark Agreement#page5.tif
source=PC Treasures - Trademark Agreement#page6.tif
source=PC Treasures - Trademark Agreement#page7.tif

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of November 21, 2014, between PC Treasures, LLC (the "Borrower") and Comerica Bank ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Borrower and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to extend or to continue to extend financial accommodations to the Borrower; and

B. WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered that certain Security Agreement of even date herewith to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the purchase of the note under the Credit Agreement, the Borrower is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party of a continuing interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to extend or to continue to extend financial accommodations to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Borrower does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Borrower (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Borrower is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

Detroit_4407676_3

TRADEMARK
REEL: 005408 FRAME: 0263

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Borrower accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Borrower against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in *Schedule 1.1* attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license;

provided, however, that "Trademark Collateral" shall not include rights under or with respect to any general intangible, license, permit or authorization to the extent any such general intangible, license, permit or authorization, by its terms or by law, prohibits the assignment of, or the granting of a Lien over the rights of a grantor thereunder or which would be invalid or unenforceable upon any such assignment or grant (the "Restricted Assets"), provided that (A) the proceeds of any Restricted Asset in the foregoing clause shall continue to be deemed to be "Trademark Collateral", and (B) this provision shall not limit the grant of any Lien on or assignment of any Restricted Asset to the extent that the UCC or any other applicable law provides that such grant of Lien or assignment is effective irrespective of any prohibitions to such grant provided in any Restricted Asset (or the underlying documents related thereto).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Borrower, execute and deliver to the Borrower a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the Secured Party shall have consented to such sale or disposition in accordance with the terms thereof.

SECTION 5. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

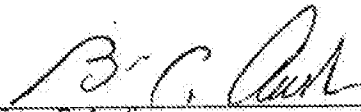
SECTION 6. Loan Documents, etc. This Agreement is a Security Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

PC TREASURES, LLC

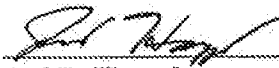
By: 
Brian C. Austin

Its: President and CEO

(Signature Page to Agreement (Trademark) --
4407676)

SECURED PARTY:

COMERICA BANK

By: 
Name: Joel R. Happel
Its: Vice President

(Signature Page to Agreement (Trademark) - 4407676)

TRADEMARK
REEL: 005408 FRAME: 0267

SCHEDULE 1.1

TRADEMARK COLLATERAL

TRADEMARK APPLICATIONS							
COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	REG NUMBER	REG DATE	STATUS	CLASS
US	FLIPIT!	77/883,197	12/1/09	3929735	3/8/11	Registered	Class 9
US	SLIPIT!	85/048,578	5/26/10	3942191	4/5/11	Registered	Class 9
US	GRIPPIT!	85/149,681	10/11/10	4013923	8/16/11	Registered	Class 9
US	TREEFROG	85/149,686	10/11/10	4013924	8/16/11	Registered	Class 9
US	IT CLINGS TO THINGS	85/149,724	10/11/10	4126317	4/10/12	Registered	Class 9
US	TREEFROG IT CLINGS TO THINGS (LOGO/STYLIZED)	85/149,788	10/11/10	4122572	4/3/12	Registered	Class 9
US	CHARGEIT!	85/158,257	10/21/10	4290829	2/19/13	Registered	Class 9
US	PROPS	85/410,227	8/30/11	4135043	5/1/12	Registered	Class 9
US	DIGITAL TREASURES	85/545,952	2/17/12	4233035	10/30/12	Registered	Class 35
US	DT LOGO	85/545,971	2/17/12	4213662	9/25/12	Registered	Class 35
US	PC TREASURES	85/602,694	4/19/12	4242062	11/13/12	Registered	Class 35
US	LYRIX	85/702,891	8/14/12	4351650	6/11/13	Registered	Class 9
US	FLOWERPOWER	85/826,001	1/17/13	Pending	Pending	Pending	Class 9
US	POWERFLASK	85/934,304	5/16/13	Pending	Pending	Pending	Class 7&9
US	POWERBALL	85/949,288	6/3/13	Pending	Pending	Pending	Class 9
US	ReadyCharge	86/190,173	2/11/14	3929735	Pending	Pending	Class 7&9
US	POWERNOW!	86/361,591	8/8/14	Pending	Pending	Pending	Class 9
CN	PC TREASURES	11070389	6/14/12	11070390	10/28/13	Registered	Class 35
CN	DIGITAL TREASURES	11070390	6/13/12	11070390	10/28/13	Registered	Class 35

TRADEMARK APPLICATIONS							
COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	REG NUMBER	REG DATE	STATUS	CLASS
CN	PC TREASURES	11070388	6/14/12	11070388	10/28/13	Registered	Class 9

1. Software License Agreement dated November 22, 2011 by and between the Company, as Licensee, and DataViz, Inc., as Licensor;
2. License Agreement dated November 7, 2002 by and between the Company, as Licensee, and IMSI, as Licensor, as amended by First Amendment dated November 6, 2003, as Second Amendment dated March 7, 2005, as amended by Third Amendment dated November 7, 2002, as amended by Fifth Amendment dated November 7, 2002, as amended by Seventh Amendment dated November 7, 2002, as amended by Eighth Amendment dated June 1, 2009, as amended by Tenth Amendment dated September 15, 2011;
3. License Agreement dated December 10, 2007 by and between the Company, as Licensee, and Laplink Software, Inc., as Licensor;