

04/27/2015

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

4/20/15

REC-103672117
TRADEMARK

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AVALANCHE LICENSING LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Massachusetts

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 31, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Merchant Factors Corp.

Street Address: 1441 Broadway - 22nd Floor

City: New York

State: New York

Country: USA Zip: 10018

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s)

3081544

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gavin C. Grusd

Internal Address: _____

Street Address: 100 Jericho Quadrangle-Suite 300

City: Jericho

State: New York Zip: 11753

Phone Number: (516) 479-6300

Docket Number: _____

Email Address: ggrusd@ealip.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number See attached Credit 3081544

Authorized User Name Card Authorization

9. Signature:

Gavin C. Grusd
Signature

Gavin C. Grusd

Name of Person Signing

April 20, 2015
Date

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

**MERCHANT
FACTORS
CORP.**

1441 Broadway, 22nd Floor
New York, NY 10018
(212)840-7575
www.merchantfactors.com

March 31, 2015

AVALANCHE LICENSING LLC
27 Congress Street
Salem, MA 01970

Dear Mr. Petrucci:

We refer to our Discount Factoring Agreement ("the Contract") dated 12/19/2014, as amended.

Effective immediately, the contract is amended as follows:

Paragraph 9. Security Interest is hereby deleted in its entirety and replaced with the following in which "you" and "your" shall be referred to as "Debtor", and "we" and "us" shall be referred to as "Secured Party":

As security for the payment and performance of all liabilities of the Borrower to Merchant, the Borrower hereby grants, and Merchant shall have, a first priority continuing security interest in the following and all proceeds, products and accessions, if any, and all goods, instruments, documents of title, policies and certificates of insurance, except for items specified in paragraph (c) below subject to other liens in which Merchant would have a second priority continuing security interest. (hereinafter called the "collateral"):

(a) (i) All presently existing and hereafter arising accounts, contract rights, and all other forms of obligations arising out of the sale or lease of goods or the rendition of services, whether or not earned by performance and any and all credit insurance, guarantees, and security therefor, as well as all returned or reclaimed merchandise related to any of the foregoing; deposit accounts, commercial tort claims; letter of credit rights; electronic chattel paper and license fees (hereinafter referred to as "Accounts"); and

(ii) All books and records relating to any of the foregoing including ledgers; records indicating, summarizing or evidencing Debtor's assets or liabilities, or the collateral; all information relating to Debtor's business operations or financial condition; and all computer programs, disk or tape files, printouts, runs or other computer prepared information, and the equipment containing such information; any money, deposit accounts, or assets of Debtor which hereafter come into the possession, custody or control of Secured Party (hereinafter referred to as "Books and Records"); and/or

(b) All present and future inventory, including goods held for sale or lease or to be furnished under a contract of service, and all present and future raw materials, work in process, finished

goods and packing and shipping materials, wherever located, and any documents of title representing any of the foregoing (hereinafter referred to as "Inventory"); and/or

(c) All present and hereafter acquired machinery, machine tools, motors, equipment, furniture, furnishings, fixtures, motor vehicles, tools, parts, dies, jugs, goods and any interest in the foregoing and all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the foregoing (wherever located) not subject to liens to any party other than the Secured Creditors referred to herein, and hereinafter referred to as "Equipment".

(d) Present and future general intangibles and other personal property (including choses or things in action, goodwill, patents, trade names, trademarks, servicemarks, blueprints, drawings, purchase orders, customer lists, monies, due or recoverable from pension funds, route lists, infringement claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, deposit accounts, insurance premium rebates, tax refunds, and tax refund claims, all present and future letters of credit, notes, drafts, instruments, documents, leases and chattel paper (hereinafter referred to as "Intangibles").

Debtor agrees to execute and deliver to Secured Party all financing statements and other documents and instruments which Secured Party may request to perfect the security interests granted hereunder and hereby authorize Secured Party to execute and file alone any such financing statements with respect to such security interest(s). Secured Party shall not be required to seek repayment of Debtors Obligations to Secured Party through the liquidation of property in which we hold a security interest and Debtor shall at all times remain liable for the repayment on demand of all such Obligations.

All other terms and conditions of the above Discount Factoring Agreement remain unchanged.

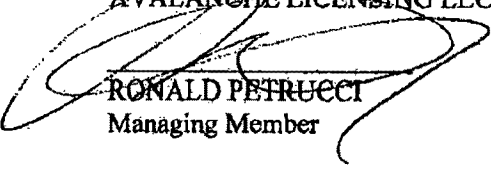
Please indicate your acceptance by signing in the space provided, and returning the original to me.

The copy is for your file.

Very truly yours,


SCOTT ADLER
E.V.P. & C.C.O.

READ AND AGREEED:
AVALANCHE LICENSING LLC


RONALD PETRUCCI
Managing Member

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Limited Liability Company
Certificate of Organization**
(General Laws Chapter 156C, Section 12)

FILED

JUL 14 2014

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISIONS

Federal Identification No.: 47-1280233

(1) The exact name of the limited liability company:

Avalanche Licensing LLC

(2) The street address of the office in the commonwealth at which its records will be maintained:

27 Congress Street, Salem, MA 01970

(3) The general character of the business:

Licensing

(4) Latest date of dissolution, if specified: _____

(5) The name and street address of the resident agent in the commonwealth:

NAME	ADDRESS
Shaun Khan, Esq.	Metaxas Brown Pidgeon LLP 900 Cummings Center, Suite 207T Beverly, MA 01915

(6) The name and business address, if different from office location, of each manager, if any:

NAME	ADDRESS
Ron Petrucci	52 Nahant Road Nahant, MA 01908

Ronny Petrucci	20 Castle Road Nahant, MA 01908
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Dan Petrucci	52 Point Street Provincetown, MA 02657
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(7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME ADDRESS

(8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME ADDRESS

Ron Petrucci 52 Nahant Road Nahant, MA 01908

Ronny Petrucci 20 Castle Road Nahant, MA 01908

Dan Petrucci 52 Point Street Provincetown, MA 02657

(9) Additional matters:

Signed by (by at least one authorized signatory):



Consent of resident agent:

Shaun Khan, Esq.

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

*or attach resident agent's consent hereto.

M28

COMMONWEALTH OF MASSACHUSETTS

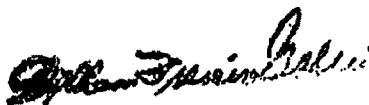
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Limited Liability Company Certificate
(General Laws Chapter 156C, Section 12)

I hereby certify that upon examination of this limited liability company certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said application; and the filing fee in the amount of \$_____ having been paid, said application is deemed to have been filed with me this

14 day of July, 20 14, at _____ a.m./p.m.
time

Effective date: _____



WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: \$500

2225953

TO BE FILLED IN BY LIMITED LIABILITY COMPANY
Contact Information:

Shaun Khan, Esq. _____

Metaxas Brown Pidgeon LLP _____

900 Cummings Center, Suite 207T, Beverly, MA 01915 _____

Telephone: (978) 927-8000 _____

Email: skhan@metaxasbrown.com _____

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

The United States of America



CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

To avoid CANCELLATION of the registration, the owner of the registration must submit a declaration of continued use or excusable non-use between the fifth and sixth years after the registration date. (See next page for more information.) Assuming such a declaration is properly filed, the registration will remain in force for ten (10) years, unless terminated by an order of the Commissioner for Trademarks or a federal court. (See next page for information on maintenance requirements for successive ten-year periods.)



Jan W. I. Dudas

Director of the United States Patent and Trademark Office