

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359276

<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>
ZOOMIN USA INC.		10/15/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Partners for Growth IV, L.P.		
<b>Street Address:</b>	1660 TIBURON BLVD, SUITE D		
<b>City:</b>	TIBURON		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94920		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86066445	PHOTOLANE	
<b>Serial Number:</b>	86055306	ZOOMIN	
<b>Serial Number:</b>	86055310	ZOOMIN	
<b>Registration Number:</b>	3435258	ZOOMIN	
<b>Registration Number:</b>	4780688	PHOTOJOJO!	
<b>Registration Number:</b>	4747753	PHOTOJOJO!	
<b>Serial Number:</b>	86641227	PARABO	
<b>Serial Number:</b>	86641241	PARABO	
<b>Serial Number:</b>	86641245	PHOTOJOJO!	
<b>Serial Number:</b>	86641235	OLKA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4157385371		
<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>	4153813283		
<b>Email:</b>	ben@greenspan-law.com		
<b>Correspondent Name:</b>	Benjamin Greenspan		
<b>Address Line 1:</b>	620 Laguna Road		
<b>Address Line 4:</b>	Mill Valley, CALIFORNIA 94941		

OP \$265.00 86066445

<b>ATTORNEY DOCKET NUMBER:</b>	PFG4-ZOOMIN
<b>NAME OF SUBMITTER:</b>	Benjamin Greenspan
<b>SIGNATURE:</b>	/bg/
<b>DATE SIGNED:</b>	10/20/2015
<b>Total Attachments: 3</b> source=Trademark Notice as Filed with USPTO#page1.tif source=Trademark Notice as Filed with USPTO#page2.tif source=Trademark Notice as Filed with USPTO#page3.tif	

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of October 14, 2015 ("Trademark Agreement"), is between ZOOMIN USA INC., a Delaware corporation with its principal place of business at 4040 Locust St., Philadelphia, PA 19104 ("Grantor") and Partners for Growth IV, L.P., 1660 Tiburon Blvd, Suite D, Tiburon CA 94920 ("Secured Party") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Grantor and Secured Party (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Grantor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Secured Party has agreed to extend certain credit to Grantor on condition that the Grantor pledge and grant to Secured Party as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Secured Party, by and among Grantor and Secured Party;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Grantor hereby pledges and grants to Secured Party a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such IP Security Agreement providing therefor.

Executed as of the date first above written.

Grantor:

ZOOMIN USA INC.

By: Sunny B. Rao

Name: Sunny B. Rao

Title: President

Secured Party:

PARTNERS FOR GROWTH IV, L.P.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Manager, Partners for Growth IV, LLC  
Its General Partner

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Executed as of the date first above written.

**Grantor:**

**ZOOMIN USA INC.**

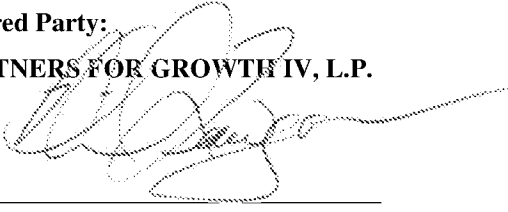
**By:** \_\_\_\_\_

**Name:** Sunny B. Rao

**Title:** President

**Secured Party:**

**PARTNERS FOR GROWTH IV, L.P.**

**By** \_\_\_\_\_  


**Name:** Philip Lawson

**Title:** Manager, Partners for Growth IV, LLC  
Its General Partner

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**EXHIBIT I  
ZOOMIN USA INC.**

**Trademark Schedule**

Serial Number - Registration Number	Date	Mark	Owner
86066445	17-Sep-13	PHOTOLANE	Zoomin USA Inc.
86055306	04-Sep-13	ZOOMIN	Zoomin USA Inc.
86055310	04-Sep-13	ZOOMIN	Zoomin USA Inc.
77285105 // 3435258	20-Sep-07	ZOOMIN	Zoomin USA Inc.
T1316359E / T1316359E	10-Oct-13	ZOOMIN	Zoomin USA Inc.
86422960 / 4747753	14-Oct-14	PHOTOJOJO!	Zoomin USA Inc.
86422955 / 4780688	14-Oct-14	PHOTOJOJO! & Design	Zoomin USA Inc.
86641227	26-May-15	PARABO	Zoomin USA Inc.
86641241	26-May-15	PARABO & Design	Zoomin USA Inc.
86641245	26-May-15	PHOTOJOJO! & Design	Zoomin USA Inc.
86641235	26-May-15	OLKA	Zoomin USA Inc.