

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NewZoom, Inc.		12/23/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MIHI LLC		
Street Address:	125 W 55th Street		
Internal Address:	Macquarie Capital (USA) Inc.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2439585	E-STATION	
Registration Number:	4470890	RAZORZONE	
Registration Number:	3639453	Z	
Registration Number:	3685352	ZOOMSHOP	
Registration Number:	4150780	ZOOMSHOP	
Registration Number:	3408208	ZOOMSYSTEMS	
Registration Number:	4309780	ZOOMSHELF	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	312-782-3939		
Email:	dahall@jonesday.com		
Correspondent Name:	David A. Hall		
Address Line 1:	77 W Wacker Drive, Suite 3500		
Address Line 2:	Jones Day		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	F160461		
NAME OF SUBMITTER:	David A. Hall		

OP \$190.00 2439585

SIGNATURE:	/David A. Hall/
DATE SIGNED:	12/31/2015
Total Attachments: 8 source=MIHI-NewZoom TM Collateral Assignment (12-28-15)#page1.tif source=MIHI-NewZoom TM Collateral Assignment (12-28-15)#page2.tif source=MIHI-NewZoom TM Collateral Assignment (12-28-15)#page3.tif source=MIHI-NewZoom TM Collateral Assignment (12-28-15)#page4.tif source=MIHI-NewZoom TM Collateral Assignment (12-28-15)#page5.tif source=MIHI-NewZoom TM Collateral Assignment (12-28-15)#page6.tif source=MIHI-NewZoom TM Collateral Assignment (12-28-15)#page7.tif source=MIHI-NewZoom TM Collateral Assignment (12-28-15)#page8.tif	

COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of December 23, 2015 (“Agreement”), between NewZoom, Inc., a California corporation, as borrower (together with its successors and assigns, the “Borrower”), certain affiliates of the Borrower from time to time (the “Affiliates” and together with Borrower, individually and collectively, the “Assignor”), and MIHI LLC, as lender (the “Secured Party”):

RECITALS:

WHEREAS, the Borrower is a party that certain Senior Secured Term Loan Agreement dated as of December 23, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) with the Secured Party, pursuant to which Secured Party has extended loans to Borrower;

WHEREAS, the Affiliates may hereafter become parties to that certain Subsidiary Guaranty (the “Guaranty”), pursuant to which such Affiliates jointly and severally guaranty the Borrower’s full, prompt and complete payment and performance of its obligations under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement);

WHEREAS, in order to secure their respective obligations and liabilities under and in connection with the Loan Agreement and the other Loan Documents and/or the Guaranty, as applicable, each Assignor is a party to that certain Pledge and Security Agreement, dated as of December 23, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) with the Secured Party, pursuant to which each Assignor has granted to the Secured Party a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising;

WHEREAS, pursuant to the Security Agreement, each Assignor is required to execute and deliver this Agreement to the Secured Party, for the benefit of the Secured Party and the Lender.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby jointly and severally covenants and agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings given to such terms in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, each Assignor hereby assigns, transfers, conveys and grants to the Secured Party a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by each Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of any Assignor in and to the following, whether now existing or hereafter acquired:

- (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of each Assignor related to the foregoing; and

(xii) all products and proceeds of any and all of the foregoing.

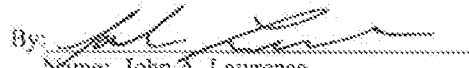
Section 3. Reference to Separate Security Agreement. This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with their terms. Each Assignor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in and are subject in all respects to the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement shall be a Loan Document under the Loan Agreement.


Section 4. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts including, by way of facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Signature Pages Follow On Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

NEWZOOM, INC., as Assignor

By: 
Name: John A. Lawrence
Title: President and Chief Executive Officer

By: 
Name: David Papler
Title: Chief Operating Officer

Accepted and acknowledged by:

MIHI LLC, as Lender

By: _____
Name: Tobias Bachteler
Title: Vice President

By: _____
Name: Duncan Murdoch
Title: Vice President

[Signature Page -- Collateral Assignment of Trademarks]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

NEWZOOM, INC., as Assignor

By: _____
Name: John A. Lawrence
Title: President and Chief Executive Officer

By: _____
Name: David Popler
Title: Chief Operating Officer

Accepted and acknowledged by:

MIHI LLC, as Lender

By: _____
Name: Tobias Bachteler
Title: Vice President

By: _____
Name: Duncan Murdoch
Title: Vice President

[Signature Page – Collateral Assignment of Trademarks]

TRADEMARK
REEL: 005703 FRAME: 0334

Schedule A

Owner	Trademark	Country	Registration No. or Application No.	Application Filing Date or Registration Date
NewZoom, Inc.	E-Depot	Australia	758321	03/27/1998
NewZoom, Inc.	E-Shelf	Australia	758320	03/27/1998
NewZoom, Inc.	E-Station	U.S.A.	2439585 (S)	03/27/2001
NewZoom, Inc.	E-Station	China	1358641	01/27/2010
NewZoom, Inc.	E-Station	Australia	758317	03/27/1998
NewZoom, Inc.	E-Supply	Australia	758319	03/27/1998
NewZoom, Inc.	Razorzone	U.S.A.	4470890 (P)	01/21/2014
NewZoom, Inc.	Razorzone	Canada	TMA 892,659	12/18/14
NewZoom, Inc.	Razorzone	E.U.	USPTO Reference No. A0022467 WIPO International Registration No. 1203771	04/10/2014
NewZoom, Inc.	"Z" Logo	U.S.A.	3639453 (P)	06/16/2009
NewZoom, Inc.	ZoomShop	U.S.A.	3685352 (P)	09/22/2009
NewZoom, Inc.	ZoomShop	U.S.A.	4150780 (P)	05/29/2012
NewZoom, Inc.	ZoomShop	Various	International Registration No. 1062889 USPTO Reference No. A0022467 WIPO Reference No. 812/588365501	12/10/2010

Owner	Trademark	Country	Registration No. or Application No.	Application Filing Date or Registration Date
NewZoom, Inc.	ZoomShop	Australia	International Registration No. 1062889 Australian Trademark No. 1405367	12/10/2010
NewZoom, Inc.	ZoomShop	China	International Registration No. 1062889 Chinese Reference No. G1062889	01/27/2010
NewZoom, Inc.	ZoomShop	E.U.	International Registration No. 1062889	12/10/2010
NewZoom, Inc.	ZoomShop	Singapore	International Registration No. 1062889 Singapore Trademark No. T1101073B	12/10/2010
NewZoom, Inc.	ZoomShop	Japan	International Registration No. 1062889 JPO Reference No. 2011-350734	12/10/2010
NewZoom, Inc.	ZoomShop	Hong Kong	Registration No. 302241297	05/02/2012
NewZoom, Inc.	ZoomShop	Macau	Registration No. N/66147	08/13/2013
NewZoom, Inc.	ZoomShop	Macau	Registration No. N/66148	08/13/2013
NewZoom, Inc.	ZoomShop	Canada	TMA No. 827,656	07/09/2012
NewZoom, Inc.	ZoomShops	Various	International Registration No. 1048412 USPTO Reference No. A0020930	08/17/2010
NewZoom, Inc.	ZoomShops	E.U.	International Registration No. 1048412 Application No. IR01050100	08/17/2010
NewZoom, Inc.	ZoomShops	Australia	International Registration No. 1048412 Trademark No. 1383540	08/17/2010
NewZoom, Inc.	ZoomShops	Japan	International Registration No. 1048412 JPO Reference No. 2010-357299	08/17/2010
NewZoom, Inc.	ZoomShops	China	International Registration No. 1048412 Chinese Reference No. G1048412	08/17/2010

Owner	Trademark	Country	Registration No. or Application No.	Application Filing Date or Registration Date
NewZoom, Inc.	ZoomShops	Singapore	International Registration No. 1048412 Singapore Trademark No. T1012022D	8/17/2010
NewZoom, Inc.	ZoomSystems	U.S.	3408208 (P)	04/08/2008
NewZoom, Inc.	ZoomSystems	Louisiana	Book No. 60-4452	12/15/2008
NewZoom, Inc.	ZoomSystems	Various	International Registration No. 1050100 USPTO Reference No. A0020928 WIPO Reference No. 812/585838401	08/17/2010
NewZoom, Inc.	ZoomSystems	E.U.	International Registration No. 1050100	08/17/2010
NewZoom, Inc.	ZoomSystems	Japan	International Registration No. 1050100 JPO Reference No. 2010-357790	08/17/2010
NewZoom, Inc.	ZoomSystems	China	International Registration No. 1125544 USPTO Reference No. A0029238 WIPO Reference No. 806/662576101	04/07/2012
NewZoom, Inc.	ZoomSystems	Hong Kong	International Registration No. 1050100 Application No. 302241305 MC/TM6456HK00	05/02/2012
NewZoom, Inc.	ZoomSystems	Macau	Registration No. N/66149	08/13/2013
NewZoom, Inc.	ZoomSystems	Macau	Registration No. N/66150	08/13/2013
NewZoom, Inc.	ZOOMSHELLF	U.S.A.	4309780 (P)	03/26/2013