

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	700518546		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zeikos Inc.		07/27/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Merchant Factors Corp.		
Street Address:	1440 Broadway-22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3759233	IHIP	
CORRESPONDENCE DATA			
Fax Number:	5164796301		
<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:	516-479-6338		
Email:	GGRUSD@SALLP.COM		
Correspondent Name:	GAVIN C. GRUSD		
Address Line 1:	100 JERICHO QUADRANGLE-SUITE 300		
Address Line 4:	JERICHO, UNITED STATES		
NAME OF SUBMITTER:	Gavin Grusd		
SIGNATURE:	/s/ Gavin Grusd		
DATE SIGNED:	01/20/2016		
Total Attachments: 1			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of July 27th, 2015 by and among iHip LLC, a Delaware limited liability company ("Grantor") and MERCHANT FACTORS CORP. ("Secured Party").

RECITALS

WHEREAS, Grantor an affiliate company, Zeikos Inc. ("Zeikos") and the Secured Party have executed and entered into a Discount Factoring Agreement dated as of August 2, 2012 (the "Factoring Agreement") and certain other related agreements and documents executed in connection therewith (as may be amended or modified from time to time) (collectively, the "Financing Documents"), pursuant to which Secured Party has agreed to provide factoring services and provide other financial accommodations to Zeikos:

WHEREAS, Grantor is the record owner of certain trademarks used in connection with Zeikos Grantor's business; and is engaged in interrelated business and continued financial dealings with each other;

WHEREAS, in order to induce the Secured Party to enter into and extend credit to Zeikos under the Financing Documents and to further induce the Secured Party to enter into and extend factoring services and financial accommodations under the Financing Documents, and to further secure the Obligations owed at any time by Zeikos to Secured Party and by Grantor (the "Obligations"), Grantor has executed a Corporate Guarantee in favor of Secured Party and has agreed to grant the Secured Party a security interest in the Pledged Trademark Collateral (defined below), and in consideration of the premises set forth herein, the Grantor hereby agrees with the Secured Party, as follows:

SECTION 1. Definitions.

(a) Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Factoring Agreement and the Financing Agreements (as applicable).

(b) Definitions in this Agreement. The following terms, as used in this Agreement, have the following meanings:

"Goodwill" shall mean, collectively, the goodwill connected with such Grantor's business including all goodwill connected with (i) the use of and symbolized by any Trademark or Intellectual Property with respect to any Trademark in which Grantor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of such Grantor's business.

"Proceeds" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" shall mean, collectively, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether

together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Secured Party a lien on and security interest in and to all of such Grantor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

- (a) all Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Factoring Agreement and other Financing Documents to secure payment and performance of all Obligations and Grantor hereby acknowledges and affirms the rights and remedies of the Secured Party with respect to the security interest in the Pledged Trademark Collateral made and granted hereby as more fully set forth in the Factoring Agreement and other Financing Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Financing Documents, the provisions of the Financing Documents shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations in cash, or the provision of a letter of indemnity in a form and substance acceptable to Secured Party, the Secured Party shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE TO FOLLOW]

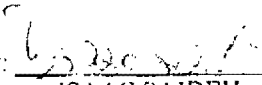
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATION

Registration:

Trademark	Registration Number	Jurisdiction	Owner

In witness whereof, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

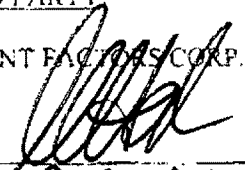
GRANTOR:
iHip LLC

By: 
Name: ISAAC SAIDEH
Title: Member

ACCEPTED AND AGREED:

SECURED PARTY:

MERCHANT FACTORS CORP.

By: 
Name: SCOTT ADLER
Title: E.N.P.