

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CTM Group, Inc.		06/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4203400	IREALITY	
Registration Number:	4643782	PENNYCOLLECTOR	
Registration Number:	2201210	THE PENNY MEN	
Registration Number:	3780721	THE PENNY PASSPORT	
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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Susan O'Brien		
Address Line 1:	187 Wolf Road, Suite 101		
Address Line 2:	CT Lien Solutions		
Address Line 4:	Albany, NEW YORK 12205		
NAME OF SUBMITTER:	Susan O'Brien		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	07/01/2016		
Total Attachments: 5			
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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)/Execution Date(s):

CTM Group, Inc.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) June 30, 2016

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

- Yes
- No

Name: Ally Bank

Internal Address:

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: NY

Country: USA

Zip: 10022

- Association Citizenship:
- General Partnership Citizenship:
- Limited Partnership Citizenship:
- Corporation Citizenship:
- Other Bank Citizenship: UT

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)

3. Nature of conveyance:

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

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

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

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: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 4

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

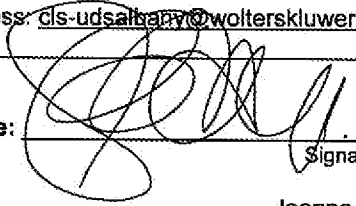
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature:



Signature

Joanne BL Arnold

Name of Person Signing

June 30, 2016

Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 30, 2016, by CTM GROUP, INC. ("Grantor"), in favor of ALLY BANK, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 30, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding anything herein to the contrary, the term "Collateral" shall not include, and no Grantor is pledging, nor granting a security interest hereunder in, any Excluded Assets.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Grantor hereby authorizes Grantee unilaterally to modify this Trademark Agreement by amending Schedule A to include any future United States Trademarks of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Agreement or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on Schedule A.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

CTM GROUP, INC.

By: _____

Name: Thomas Coco

Title: President and Chief Executive Officer

Trademark Security Agreement

TRADEMARK
REEL: 005825 FRAME: 0377

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark	Serial/Reg. No	Filing/Reg. Date	Country	Owner	Goods/Services
IREALITY	App 85354491 Reg 4203400	App 23-JUN-2011 Reg 04-SEP-2012	U.S.	CTM GROUP, INC.	Goods and Services: INT. CL. 28 ride-on amusement machines for children; coin-operated amusement machines
PENNYCOLLECTOR	App 86123304 Reg 4643782	App 19-NOV-2013 Reg 25-NOV-2014	U.S.	CTM GROUP, INC.	Goods and Services: INT. CL. 16 albums for the collection of souvenirs made of coins
THE PENNY MEN	App 75330585 Reg 2201210	App 25-JUL-1997 Reg 03-NOV-1998	U.S.	CTM GROUP, INC.	Goods and Services: INT. CL. 35 street vendor services featuring coin PRESSING AND STAMPING MACHINES WHICH PERSONALIZE COINS INTO SOUVENIIRS
THE PENNY PASSPORT	App 77822463 Reg 3780721	App 09-SEP-2009 Reg 27-APR-2010	U.S.	CTM GROUP, INC.	Goods and Services: INT. CL. 16 albums for souvenir elongated pressed pennies and coins