

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWYFFT, LLC		07/28/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ONE-CLICK PARTNERS, LLC		
Street Address:	190 Farmington Avenue		
City:	Farmington		
State/Country:	CONNECTICUT		
Postal Code:	06032		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86611266	SWYFFT	
Serial Number:	86611256	SWYFFT	
Serial Number:	86611196	SWYFFT	
CORRESPONDENCE DATA			
Fax Number:	8132294133		
<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:	trademarks@carltonfields.com		
Correspondent Name:	William G. Giltinan		
Address Line 1:	P.O. Box 3239		
Address Line 4:	Tampa, FLORIDA 33601		
NAME OF SUBMITTER:	William G. Giltinan		
SIGNATURE:	/William G. Giltinan/		
DATE SIGNED:	07/29/2016		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of July 28, 2016, by **SWYFFT, LLC**, a Delaware limited liability company (“**Borrower**”), to and in favor of **ONE-CLICK PARTNERS, LLC**, a Delaware limited liability company, acting in its capacity as agent for the Lenders pursuant to the below-defined Credit Agreement (together with its successors and assigns in such capacity, the “**Agent**”).

WHEREAS, Borrower has entered into that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among Borrower, LFG Capital Partners LLC, a Delaware limited liability company and One-Click Partners LLC, a Delaware limited liability company, as lenders (collectively, together with their participants, successors and/or assigns, the “**Lenders**”), and the Agent, pursuant to which the Lenders have agreed to provide Borrower with term line of credit facilities as provided for therein, and the Agent was appointed by the Lenders as their agent thereunder;

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to Borrower under the Credit Agreement that Borrower execute and deliver to the Agent a trademark security agreement in substantially the form hereof; and

WHEREAS, Borrower wishes to grant a security interest in favor of the Agent as herein provided;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent, and grants to the Agent a first priority lien on and security interest in, all of its right, title and interest in, to and under the following collateral (the “**Trademark Collateral**”):

(a) all of its trademarks, how or hereafter acquired, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. **Security.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Credit Agreement and the other Loan Documents (including that certain Security Agreement dated as of the date hereof) and Borrower hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, said Security Agreement and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. **Borrower Remains Liable.** Borrower hereby agrees that, anything herein to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks subject to a security interest hereunder.

5. **Counterparts.** This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, intending to be legally bound, Borrower has caused this Trademark Security Agreement to be duly executed as of the date first above written.

SWYFFT, LLC,
a Delaware limited liability company

By: 
Name: *RICHARD PREZZA*
Title: *CO-FOUNDER*

SCHEDULE 1

TRADEMARK COLLATERAL

Trademarks	Appl. # / Reg. #	Appl. Date / Reg. Date	Attorney of Record	Status
SWYFFT (standard character mark)	86611266	April 27, 2015	Antony M. Novom	Review prior to publication completed
SWYFFT (design plus words, letters and/or numbers)	86611256	April 27, 2015	Antony M. Novom	Review prior to publication completed
SWYFFT (design plus words, letters and/or numbers)	866611196	April 27, 2015	Antony M. Novom	Review prior to publication completed