

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAPS, Inc.		09/15/2017	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Webster Business Credit Corporation		
Street Address:	360 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4997477	FAPS	
Registration Number:	5121940	PORTPOWER	
CORRESPONDENCE DATA			
Fax Number:	2122383100		
<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:	212-238-3214		
Email:	selwin@emmetmarvin.com		
Correspondent Name:	Sharon Elwin		
Address Line 1:	120 Broadway, 32nd Floor		
Address Line 2:	Emmet Marvin & Martin, LLP		
Address Line 4:	New York, NEW YORK 10271		
ATTORNEY DOCKET NUMBER:	F172691		
NAME OF SUBMITTER:	Sharon Elwin		
SIGNATURE:	/Sharon Elwin/		
DATE SIGNED:	09/15/2017		
Total Attachments: 3			
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OP \$65.00 4997477

GRANT OF SECURITY INTEREST (TRADEMARK)

The undersigned, **FAPS, INC.**, a New Jersey corporation (the "**Grantor**") and **WEBSTER BUSINESS CREDIT CORPORATION** (the "**Lender**") are parties to a Security Agreement, dated as of September 15, 2017 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged and hypothecated to the Lender, and granted to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally assigns, mortgages, pledges and hypothecates to the Lender, and grants to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**"):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "**Trademarks**");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are 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 Lender's address is: 360 Lexington Avenue, 5th Floor, New York, New York 10017.

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademark) to be duly executed by its duly authorized officer as of September 15, 2017.

FAPS, INC.

By: 
Name: Gary R. Loebue
Title: President

[Signature page to Grant of Security Interest (Trademark)]

TRADEMARK
REEL: 006154 FRAME: 0239

Schedule 1
to
Grant of Security Interest (Trademark)
Dated as of September 15, 2017

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
faps	4,997,477	7/12/2016
PORTPOWER	5,121,940	1/17/17