

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501402

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Swap-O-Rama Markets, LLC		10/31/2018	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC Bank USA		
<b>Street Address:</b>	120 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Chartered Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2988740	SWAP-O-RAMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125786666		
<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>			
<b>Phone:</b>	3122633600		
<b>Email:</b>	maureen.drews@hkllaw.com		
<b>Correspondent Name:</b>	C. Grant McCorkhill		
<b>Address Line 1:</b>	Holland & Knight LLP		
<b>Address Line 2:</b>	131 S. Dearborn St., 30th Fl.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	C. Grant McCorkhill		
<b>SIGNATURE:</b>	/C. Grant McCorkhill/		
<b>DATE SIGNED:</b>	12/10/2018		
<b>Total Attachments: 4</b>			
source=Swap O Rama - IP Grant#page1.tif			
source=Swap O Rama - IP Grant#page2.tif			
source=Swap O Rama - IP Grant#page3.tif			
source=Swap O Rama - IP Grant#page4.tif			

OP \$40.00 2988740

**SECURITY INTEREST GRANT**  
**INTELLECTUAL PROPERTY**

October 31, 2018

SWAP-O-RAMA MARKETS, LLC, an Illinois limited liability company ("Guarantor" and "Grantor"), and CIBC BANK USA, as Lender ("Lender") and SWAP O RAMA, INC., a Delaware corporation ("Borrower") from time to time a party to the Loan and Security Agreement and the other Guarantors (as defined in the Loan Agreement), have entered into that certain Loan Agreement dated as November 16, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

A. Pursuant to the terms of the Loan Agreement, the Grantor created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, substantially all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below); and

B. The Grantor have adopted, used and is using, and holds all right, title and interest in, various intangible assets, including the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grant to the Lender has a security interest in all of each said Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"):

(a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of each such Grantor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any of the foregoing.

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

If the Grantor shall obtain rights to any trademarks or service marks, the provisions of this Security Interest Grant Intellectual Property (this "Grant") shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Lender with respect to any such new trademarks and service marks. Without limiting Grantor' obligations under this paragraph, the Grantor hereby authorize the Lender to unilaterally modify this Grant by amending Schedule A, to include any such new trademarks or service marks of Grantor. Notwithstanding the foregoing, no failure to so modify this Grant or amend any Schedule hereto shall in any way affect, invalidate or detract from the continuing security interest of the Lender in all Intellectual Property Collateral, whether or not listed on Schedule A.

Delivery of an executed counterpart of a signature page of this Grant by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Grant.

This Grant shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of this Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Grant.

Terms defined in the Loan Agreement and used herein without other definition shall have the respective meanings assigned to them in the Loan Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor has caused this Security Interest Grant Intellectual Property to be duly executed effective as of the date first written above.

**GRANTORS:**

**SWAP-O-RAMA MARKETS, LLC**  
An Illinois limited liability Company

By: 

Name: Jacques A. Preis

Title: Manager

SCHEDULE A  
TRADEMARKS/SERVICE MARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner Name</u>
SWAP-O-RAMA	U.S.	2,988,740	08/30/2005	Swap-O-Rama Markets LLC (fka Swaporama, LLC)

#01836774\_v1