

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM500201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CTM Group, Inc.		11/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kayne Senior Credit III Loanco, LLC, as Administrative Agent		
Street Address:	150 Riverside Plaza, Suite 2010		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4643782	PENNYCOLLECTOR	
Registration Number:	4203400	IREALITY	
Registration Number:	3780721	THE PENNY PASSPORT	
Registration Number:	2201210	THE PENNY MEN	
CORRESPONDENCE DATA			
Fax Number:	3128637848		
<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:	3128637248		
Email:	sharon.elkin@goldbergkohn.com		
Correspondent Name:	Sharon Elkin - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7023.052		
NAME OF SUBMITTER:	Sharon Elkin - Paralegal		
SIGNATURE:	/sse/		
DATE SIGNED:	11/30/2018		
Total Attachments: 3			

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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, CTM Group, Inc., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated November 30, 2018 (the "Security Agreement"; all capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement), in favor of Kayne Senior Credit III Loanco, LLC, in its capacity as Administrative Agent for the benefit of the Secured Parties (as defined in the Security Agreement) (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has collaterally assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties a continuing security interest in all right, title and interest of the Assignor 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 arising prior to or after the date hereof for 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 and in the event any provisions in this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee 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.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 30, 2018.

CTM GROUP, INC., a Delaware corporation

By: 

Name: Thomas J. Coco

Title: President and Chief Executive Officer

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Mark	Country	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
PENNYCOLLECTOR	USA	CTM GROUP, INC.	86123304	11/19/2013	4643782	11/25/2014
IREALITY	USA	CTM GROUP, INC.	85354491	6/23/2011	4203400	9/04/2012
THE PENNY PASSPORT	USA	CTM GROUP, INC.	77822463	9/9/2009	3780721	4/27/2010
THE PENNY MEN	USA	CTM GROUP, INC.	75330585	7/25/1997	2201210	11/3/1998