

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Branders.com, Inc.		03/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, M/C 7578		
Internal Address:	Attn: National Documentation Services		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77563720	BRANDERS	
Serial Number:	77745903	SEE BEFORE YOU BUY	
Serial Number:	77561758	BRANDERS.COM	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	329034-535		
NAME OF SUBMITTER:	Troy Zander		

CH \$90.00 77563720

Signature:	/s/ Troy Zander
Date:	04/29/2013
Total Attachments: 5 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 31, 2013 by and between COMERICA BANK ("Bank") and , BRANDERS.COM, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of December 23, 2011 (as the same may be amended, modified or supplemented from time to time, including but without limitation by that certain First Amendment to Loan and Security Agreement dated as of March 31, 2013, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

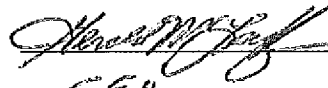
GRANTOR:

Address of Grantor:

2551 Casey Avenue
Mountain View, CA 94043
Attn: Chief Executive Officer

BRANDERS.COM, INC.

By:



Title:

CEO

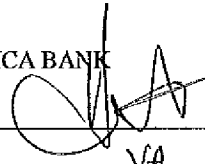
BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By:



Title:

VP

[Signature Page to Intellectual Property Security Agreement]

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329034-000535

TRADEMARK
REEL: 005016 FRAME: 0686

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None registered

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>Issue/File Date</u>
Pricing for promotional product	11133497	5/19/05
Methods for generating composite images including positioning grid	7050654	5/23/06
Methods and apparatus for generating composite images including warping	7236647	6/26/07
Methods and apparatus for generating composite images	7302114	11/27/07
Methods and apparatus for generating composite images including filtering and embroidery price calculation	7315659	1/1/08
Method and system automatically to price a promotional product	7191145	3/13/07
Article and method including a temporary decoration	8037545	10/18/11
Customized virtual catalog	8335724	12/18/12
Methods and apparatus for generating composite images	7835591	11/16/10
Methods and apparatus for generating composite images	11943540	11/20/07
Method and system automatically to price a promotional product	11717472	3/12/07

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
BRANDERS	77563720	9/5/08
SEE BEFORE YOU BUY	77745903	5/27/09
BRANDERS.COM	77561758	9/3/08

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