

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
Monoprice, Inc.		11/22/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as administrative agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3278852	MONOPRICE	
Registration Number:	3889921	MONOPRICE	
Registration Number:	3900724	MONOPRICE	
Registration Number:	3883132	MONOPRICE.COM	
Registration Number:	4150702	SOLIDMATE	
Registration Number:	4183755	SOLIDMATE	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		

CH \$165.00 3278852

ATTORNEY DOCKET NUMBER:	4127999
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/25/2013
Total Attachments: 6 source=3493660#page1.tif source=3493660#page2.tif source=3493660#page3.tif source=3493660#page4.tif source=3493660#page5.tif source=3493660#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*") dated as of November 22, 2013 is between MONOPRICE, INC., a California corporation (the "*Debtor*"), with its mailing address located at c/o Blucora, Inc., 10900 NE 8th Street, Suite 800, Bellevue, Washington 98004 and BANK OF MONTREAL, as administrative agent for itself and certain other Secured Parties (in such capacity, the "*Secured Party*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, pursuant to that certain Collateral Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "*Collateral Agreement*"), dated of even date herewith, by and among the Debtor, certain of Debtor's affiliates and the Secured Party. Initially capitalized terms used but not defined herein have the respective meanings given in the Collateral Agreement.

RECITALS:

WHEREAS, pursuant to the terms of the Collateral Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

AGREEMENT:

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

SECTION 1. GRANT.

The Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether presently existing or hereafter created or acquired:

(a) (i) all of the following:

(A) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule 1 annexed hereto;

(B) all reissues, extensions, and renewals thereof;

(C) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing;

(D) the right to sue for past, present, and future infringements of any of the foregoing;

(E) all rights corresponding to any of the foregoing throughout the world; and

(F) all goodwill associated with and symbolized by any of the foregoing;

in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (i) being referred to herein collectively as the “*Trademarks*”);

(ii) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark (each a “*Trademark License*”);

(iii) each trademark registration (each a “*Trademark Registration*”); and

(iv) each trademark application (each a “*Trademark Application*”) (including without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby); and

(b) all products and proceeds of the foregoing, including without limitation, any claim by the Debtor against third parties for past, present, or future: (i) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto); or (ii) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

SECTION 2. COLLATERAL AGREEMENT.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Collateral Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 3. AUTHORIZATION TO SUPPLEMENT.

If the Debtor obtains rights to any new trademarks or becomes entitled to the benefit of any trademark application, the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Secured Party with respect to any such new trademark rights in accordance with the provisions of the Collateral Agreement. Without limiting the Debtor's obligations under this Section 3, the Debtor hereby authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Debtor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

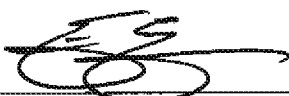
SECTION 4. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic method of transmission shall be deemed an original signature hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed, made effective and delivered by its duly authorized officer as of the date first set forth above.

MONOPRICE, INC.

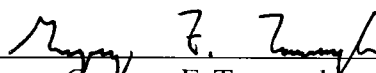
By  _____
Name: Eric Emans
Title: CFO

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 005160 FRAME: 0238

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL,
as administrative agent

By 
Name: Gregory F. Tomczyk
Title: Director

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 005160 FRAME: 0239

SCHEDULE I

TRADEMARKS OF MONOPRICE, INC.

MARK	APP. NO. / APP. DATE	REG. NO. / REG. DATE	STATUS
MONOPRICE	77/026370 10/20/2006	3278852 08/14/2007	REGISTERED
MONOPRICE	85/023426 04/26/2010	3889921 12/14/2010	REGISTERED
MONOPRICE	85/063198 06/15/2010	3900724 01/04/2011	REGISTERED
MONOPRICE	85/038077 05/13/2010	3883132 11/30/2010	REGISTERED
SOLIDMATE	85/040833 05/17/2010	4,150,702 05/29/2012	REGISTERED
SOLIDMATE	85/054,307 06/03/2010	4183755 07/31/2012	REGISTERED