

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eleqt Group Limited		08/12/2016	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Magna Equities II, LLC		
Street Address:	40 Wall Street		
Internal Address:	58th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4049829	ROCKETHUB	
Registration Number:	4312033		
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	08/16/2016		
Total Attachments: 14			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, supplements and/or otherwise modifications, if any, from time to time hereto, this (“**IP Security Agreement**”), dated as of August 12, 2016, is made by and among ELEQT Group Ltd, a United Kingdom private company limited by shares (“**Purchaser**”), each of Purchaser’s subsidiaries signatory hereto (the “**Subsidiaries**”), Rockethub, Inc., a New York corporation (“**RocketHub**”), The E-Factor Corp., a Delaware corporation (“**Efactor**,” together with RocketHub, collectively, the “**Selling Entities**” and each a “**Selling Entity**”), Magna Equities II, LLC (the “**Magna**”), and Inceasive Ventures B.V., a Netherlands limited company (“**Inceasive**” and together with Magna and the Selling Entities, collectively, the “**Sellers**” and each a “**Seller**”; and each of the Sellers and the Selling Entities shall be referred to as a “**Secured Party**” and collectively, the “**Secured Parties**”). Each of Purchaser and the Subsidiaries shall be referred to herein individually as a “**Grantor**” and collectively as the “**Grantors**.”

W I T N E S S E T H:

WHEREAS, pursuant to the Purchase Agreement, dated as of July 1, 2016 (as amended, restated or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Purchase Agreement**”), by and among the Purchaser and the Secured Parties (i) the Sellers agreed to sell to the Purchaser the Purchased Shares, and (ii) the Selling entities agreed to sell to the Purchaser the Purchased Assets for the Acquisition Notes;

WHEREAS, as partial consideration for and to induce the Secured Parties to enter into the Purchase Agreement and to sell the Purchased Shares and Purchased Assets in exchange for the Acquisition Notes, the Purchaser has agreed to grant to the Secured Parties a first priority security interest and continuing Lien on all of Purchaser’s Intellectual Property Collateral (as defined below) to secure all of the Purchaser’s Obligations to the Securities Parties;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are by this Agreement acknowledged by the parties hereto, the parties hereto agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth in this **Section 1**. Terms used but not otherwise defined in this Agreement that are defined in Article 8 or Article 9 of the UCC shall have the respective meanings given such terms in Article 8 or Article 9 of the UCC, as applicable. All capitalized terms used and not otherwise defined herein or in the UCC sections provided above, shall have the meaning ascribed to them in the Purchase Agreement or the Acquisition Notes:

(a) “**Copyright License**” means any all rights now owned or hereafter acquired by any Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

(b) “**Copyrights**” means all of the following now owned or hereafter adopted or acquired by any Grantor: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all

applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

(c) “**General Intangibles**” means all “general intangibles,” as such term is defined in the UCC, now owned or hereafter acquired by any Grantor, including all right, title and interest that such Grantor may now or hereafter have in or under any Contract, all payment intangibles, customer lists, Licenses, Copyrights, Trademarks, Patents, and all applications therefor and reissues, extensions or renewals thereof, rights in Intellectual Property, interests in partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records, goodwill (including the goodwill associated with any Trademark or Trademark License), all rights and claims in or under insurance policies (including insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key man and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit, checking and other bank accounts, rights to receive tax refunds and other payments, rights to receive dividends, distributions, cash, instruments and other property in respect of or in exchange for pledged stock and investment property, rights of indemnification, all books and records, correspondence, credit files, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of such Grantor or any computer bureau or service company from time to time acting for such Grantor.

(d) “**Intellectual Property**” means any and all Licenses, Patents, Copyrights, Trademarks, and the goodwill associated with such Trademarks.

(e) “**Patent License**” means rights under any written agreement now owned or hereafter acquired by any Grantor granting any right with respect to any invention on which a Patent is in existence.

(f) “**Patents**” means all of the following in which any Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings, and applications, provisional or otherwise, in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State, or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

(g) “**Trademark License**” means rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark.

(h) “**Trademarks**” means all of the following now owned or hereafter existing or adopted or acquired by any Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the complete and timely payment of all the Obligations each Grantor hereby assigns and pledges and grants to Secured Parties, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Intellectual Property Collateral**”)

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on **Schedule I** hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including, but not limited to, those referred to on **Schedule II** hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including, but not limited to, those referred to on **Schedule III** hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License. The foregoing grant of a security interest by any Grantor shall not include any Licenses if and to the extent that (i) the terms of any such License prohibit assignment or encumbrance thereof, unless a consent or waiver to such assignment or encumbrance is obtained, and (ii) the term prohibiting such assignment or encumbrance is effective as a matter of law; provided that the foregoing exclusions shall not apply with respect to any

such rights or interests once any such applicable provision is no longer in effect, and provided further that such Grantor shall use its best commercially reasonable efforts to obtain any and all consents and/or waivers necessary for the granting of a security interest in each such License to Secured Parties.

3. Representations and Warranties. Each Grantor jointly and severally represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This IP Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office together with payment of the appropriate filing fees, perfected security interests in favor of Secured Parties in all of Grantors' United States Patents, United States Trademarks and United States Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this IP Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements, together with payment of the appropriate filing fees, all action necessary or otherwise requested by any Secured Party to protect and perfect the Secured Parties Liens on Grantor's United States Patents, United States Trademarks and United States Copyrights shall have been duly taken.

4. Covenants. Each Grantor jointly and severally covenants and agrees with Secured Parties, that from and after the date of this IP Security Agreement and until the Termination Date:

(a) Each Grantor shall notify the Secured Parties immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court), other than determinations or developments made during the application process, but including any applications refused on the merits either to allow a patent application or to register a Trademark or Copyright application regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) To the extent there have been new applications by any Grantor, once every three months (beginning with the three month anniversary of the date of this Agreement), Grantor shall deliver to the Secured Parties a notice of all applications made during such three month period for the registration of any Patent, Trademark or Copyright filed, either directly or through any agent, employee, licensee or designee, with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency within the three-month period since the date of the previous notice (or, in the case of the first such notice, since the date of this Agreement.) Upon request of the Secured Parties, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Secured Parties) to evidence the Secured Parties', Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions necessary or requested by the Secured Parties to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party in a manner actionable under applicable law, each Grantor shall notify the Secured Parties promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly take all appropriate actions, including, if warranted, bringing suit to stop such infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Secured Parties shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

(e) Each Grantor will at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that the Secured Parties may reasonably request in order to: (i) perfect and protect the security interest created hereby; (ii) enable each of the Secured Parties to exercise and enforce its rights and remedies hereunder in respect of the Intellectual Property Collateral; or (iii) otherwise effect the purposes of this Agreement, including, without limitation: (A) executing and filing (to the extent, if any, that Grantor's signature is required thereon) or authenticating the filing of, such financing or continuation statements, or amendments thereto, as may be necessary or desirable or that the Secured Parties may request in order to perfect and preserve the security interest created hereby, (B) furnishing to the Secured Parties from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral in each case as the Secured Parties may reasonably request, all in reasonable detail, (C) if any Intellectual Property Collateral shall be in the possession of a third party, notifying such Person of the Secured Parties' security interest created hereby and obtaining a written acknowledgment from such Person that such Person holds possession of the Intellectual Property Collateral for the benefit of the Secured Parties, which such written acknowledgement shall be in form and substance satisfactory to the Secured Parties, and (D) taking all actions required by any earlier versions of the UCC or by other law, as applicable, in any relevant UCC jurisdiction, or by other law as applicable in any foreign jurisdiction.

5. Security Agreement. The security interests granted pursuant to this IP Security Agreement are granted in conjunction with the security interests granted to the Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or

reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this IP Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Purchase Agreement.

8. Additional Grantors. The initial Grantors hereunder shall include Purchaser and each of Purchaser's Subsidiaries as of the date hereof. From time to time subsequent to the date hereof, additional Persons may become parties hereto, as additional Grantors (each, an "**Additional Grantor**"), by executing a counterpart of this IP Security Agreement. Upon delivery of any such counterpart to the Secured Parties, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of the Secured Parties to cause any Grantor to become an Additional Grantor hereunder. This IP Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. Termination of this IP Security Agreement. Subject to **Section 6** hereof, this IP Security Agreement shall terminate upon the complete indefeasible payment in full in cash of all Obligations of the Grantor to the Secured Parties (the "**Termination Date**"). Upon termination of this Agreement, at the Grantors' sole cost and expense, the Secured Parties shall execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

10. Choice of Law. THIS AGREEMENT AND THE TERMS AND CONDITIONS SET FORTH HEREIN, SHALL BE GOVERNED BY AND CONSTRUED SOLELY AND EXCLUSIVELY IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF. THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY AGREE THAT ANY SUIT OR PROCEEDING ARISING DIRECTLY AND/OR INDIRECTLY PURSUANT TO OR UNDER THIS AGREEMENT SHALL BE BROUGHT SOLELY IN A FEDERAL OR STATE COURT LOCATED IN THE CITY, COUNTY AND STATE OF NEW YORK. BY ITS EXECUTION HEREOF, THE PARTIES HERETO COVENANT AND IRREVOCABLY

SUBMIT TO THE IN PERSONAM JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE CITY, COUNTY AND STATE OF NEW YORK AND AGREE THAT ANY PROCESS IN ANY SUCH ACTION MAY BE SERVED UPON ANY OF THEM PERSONALLY, OR BY CERTIFIED MAIL OR REGISTERED MAIL UPON THEM OR THEIR AGENT, RETURN RECEIPT REQUESTED, WITH THE SAME FULL FORCE AND EFFECT AS IF PERSONALLY SERVED UPON THEM IN NEW YORK, NEW YORK. THE PARTIES HERETO EXPRESSLY AND IRREVOCABLY WAIVE ANY CLAIM THAT ANY SUCH JURISDICTION IS NOT A CONVENIENT FORUM FOR ANY SUCH SUIT OR PROCEEDING AND ANY DEFENSE OR LACK OF IN PERSONAM JURISDICTION WITH RESPECT THERETO. IN THE EVENT OF ANY SUCH ACTION OR PROCEEDING, THE PARTY OR PARTIES (AS THE CASE MAY BE) PREVAILING THEREIN OR PREVAILING ON MORE CLAIMS THAN THE OTHER PARTIES IF MULTIPLE CLAIMS ARE BROUGHT BY MORE THAN ONE PARTY (WHETHER BY COUNTER-CLAIMS OR OTHERWISE) SHALL BE ENTITLED TO PAYMENT FROM THE OTHER PARTIES HERETO OF ALL OF ITS REASONABLE COUNSEL FEES AND DISBURSEMENTS.

(a) EACH GRANTOR WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER TRANSACTION DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR OTHER ACTION OF THE PARTIES HERETO.

(b) Nothing contained herein shall affect the right of the Secured Parties to serve process in any other manner permitted by law or commence legal proceedings or otherwise proceed against Grantor or any property of Grantor in any other jurisdiction.

(c) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

11. Headings. Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

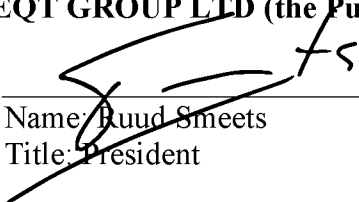
12. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and will become effective when one or more counterparts have been signed by a party and delivered to the other parties. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts for purposes of this **Section 12**, provided that receipt of copies of such counterparts is confirmed.

13. Actions. Notwithstanding anything to the contrary provided herein or elsewhere, no Secured Party can take any action under this Agreement without the express written consent of both Secured Parties to any such action.

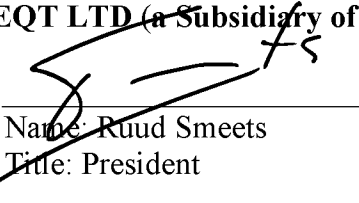
[SIGNATURE PAGES FOLLOW]

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

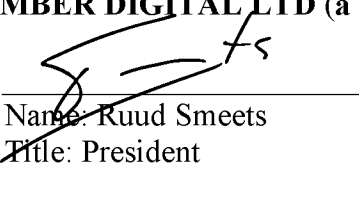
ELEQT GROUP LTD (the Purchaser)

By:  _____
Name: Ruud Smeets
Title: President

ELEQT LTD (a Subsidiary of the Purchaser as of the Closing Date)

By:  _____
Name: Ruud Smeets
Title: President

MEMBER DIGITAL LTD (a Subsidiary of the Purchaser as of the Closing Date)

By:  _____
Name: Ruud Smeets
Title: President

MAGNA EQUITIES II, LLC

By: _____
Name: Ari Morris
Title: Managing Member

INCREASIVE VENTURES B.V.

By: _____
Name: Ad Prins
Title: Managing Director

ROCKETHUB, INC.

By: _____
Name: Jeffrey Aaronson
Title: Chief Executive Officer

THE E-FACTOR CORP.

By: _____
Name: Jeffrey Aaronson
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By: _____
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Schedule I

Patents

None

Patent Licenses

None

Schedule II
Trademarks

Country	Registration No.	Registration Date	International Class	Trademark
USA	4,049,829	11/1/2011	35	ROCKETHUB
USA	4,312,033	4/2/2013	35	Fanciful design of a rocket

Trademark Licenses

None

Schedule III

Copyrights

None

Copyright Licenses

None