

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
eCommerce Industries, Inc.		10/17/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GCI Capital Markets LLC, as Administrative Agent
Street Address:	c/o Golub Capital Incorporated, 551 Madison Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3080472	ACSELLERATE
Registration Number:	3757349	BRITANNIA
Registration Number:	3713697	B BRITANNIA THE INDEPENDENT'S BEST FRIEND
Registration Number:	1916301	DDMS
Registration Number:	2600595	DEALER STATION
Registration Number:	2620785	DEALER STATION XTENDED
Registration Number:	2660937	DISTRIBUTOR STATION
Registration Number:	3607284	ECI
Registration Number:	3607285	ECI
Registration Number:	3716100	ECI
Registration Number:	4016909	ECINTELLIGENCE
Registration Number:	3667112	ECINTERACTIVE
Registration Number:	3472733	EXECUPRO
Registration Number:	3364050	OMD

CH \$740.00 3080472

Registration Number:	2973755	OMD SALES ON THE GO
Registration Number:	2973754	OMD SERVICE ON THE GO
Registration Number:	2453153	OMD VISION
Registration Number:	2595951	PRESS-BOX!
Registration Number:	2726002	ROCKSOLID POS
Registration Number:	3701560	SEQUOIA
Registration Number:	3171198	TEAM-ACCESS!
Registration Number:	3168166	TEAM DESIGN
Registration Number:	3168174	TEAM-LEADER!
Registration Number:	3168177	TEAM-MATE!
Registration Number:	3168178	TEAM-QUOTES!
Registration Number:	3201134	TEAM-RELAY!
Registration Number:	3387807	TEAM-TALK!
Registration Number:	3168179	TEAM-XPRESS!
Serial Number:	85366751	M1

CORRESPONDENCE DATA

Fax Number: (312)902-1061
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-44
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	10/18/2011

Total Attachments: 7
source=Trademark Security Agreement - Borrower#page1.tif
source=Trademark Security Agreement - Borrower#page2.tif
source=Trademark Security Agreement - Borrower#page3.tif
source=Trademark Security Agreement - Borrower#page4.tif
source=Trademark Security Agreement - Borrower#page5.tif
source=Trademark Security Agreement - Borrower#page6.tif
source=Trademark Security Agreement - Borrower#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2011, is between **ECOMMERCE INDUSTRIES, INC.**, a Delaware corporation (the "Grantor"), in favor of **GCI CAPITAL MARKETS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor'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:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

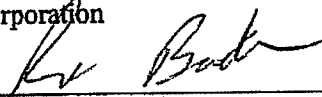
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark 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. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

ECOMMERCE INDUSTRIES, INC., a
Delaware corporation

By: 
Name: Ron Books
Title: President & CEO

Acknowledged:

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company,
as Administrative Agent

By: Andrew H. Steerman
Name: Andrew H. Steerman
Title: Authorized Signatory

Schedule 1
to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
ACSELLERATE	United States	3,080,472	eCommerce Industries, Inc.
BRITANNIA	United States	3,757,349	eCommerce Industries, Inc.
B BRITANNIA THE INDEPENDENT'S BEST FRIEND and Design	United States	3,713,697	eCommerce Industries, Inc.
DDMS	United States	1,916,301	eCommerce Industries, Inc.
Dealer Station	United States	2,600,595	eCommerce Industries, Inc.
Dealer Station Xtended	United States	2,620,785	eCommerce Industries, Inc.
Distributor Station	United States	2,660,937	eCommerce Industries, Inc.
ECI and Design	United States	3,607,284	eCommerce Industries, Inc.
ECI and Design	United States	3,607,285	eCommerce Industries, Inc.
ECI and Design	United States	3,716,100	eCommerce Industries, Inc.
ECINTELLIGENCE	United States	4,016,909	eCommerce Industries, Inc.
ECINTERACTIVE	United States	3,667,112	eCommerce Industries, Inc.
EXECUPRO	United States	3,472,733	eCommerce Industries, Inc.

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
OMD	United States	3,364,050	eCommerce Industries, Inc.
OMD SALES ON THE GO	United States	2,973,755	eCommerce Industries, Inc.
OMD SERVICE ON THE GO	United States	2,973,754	eCommerce Industries, Inc.
OMD VISION	United States	2,453,153	eCommerce Industries, Inc.
PRESS-BOX!	United States	2,595,951	eCommerce Industries, Inc.
ROCKSOLID POS	United States	2,726,002	eCommerce Industries, Inc.
SEQUOIA	United States	3,701,560	eCommerce Industries, Inc.
TEAM-ACCESS!	United States	3,171,198	eCommerce Industries, Inc.
TEAMDESIGN	United States	3,168,166	eCommerce Industries, Inc.
TEAM-LEADER!	United States	3,168,174	eCommerce Industries, Inc.
TEAM-MATE!	United States	3,168,177	eCommerce Industries, Inc.
TEAM-QUOTES!	United States	3,168,178	eCommerce Industries, Inc.
TEAM-RELAY!	United States	3,201,134	eCommerce Industries, Inc.
TEAM-TALK!	United States	3,387,807	eCommerce Industries, Inc.
TEAM-XPRESS!	United States	3,168,179	eCommerce Industries, Inc.

FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
Dealer Station	European CTM	1,676,394	eCommerce Industries, Inc.
ECI2 eCommerce Industries, Inc. and Design	European CTM	2,231,520	eCommerce Industries, Inc.
ECI2 eCommerce Industries, Inc. and Design	Canada	596,317	eCommerce Industries, Inc.
Global Station	European CTM	1,950,583	eCommerce Industries, Inc.
OFFICEPLANET	Australia	858,282	eCommerce Industries, Inc.
OFFICEPLANET	Norway	209,597	eCommerce Industries, Inc.
OFFICEPLANET	Switzerland	484,493	eCommerce Industries, Inc.
OPDX	Switzerland	487,749	eCommerce Industries, Inc.

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
M1	United States	85366751 (Filed July 8, 2011)	eCommerce Industries, Inc.

FOREIGN TRADEMARK APPLICATIONS

None.