

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
One Up Innovations, Inc.		12/19/2012	CORPORATION: GEORGIA
Foam Labs, Inc.		12/19/2012	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Credit Cash NJ, LLC
Street Address:	505 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2629064	LIBERATOR
Registration Number:	3089265	STAGE
Registration Number:	3097220	BEDROOM ADVENTURE GEAR
Registration Number:	3125016	RAMP
Registration Number:	3128117	ESSE
Registration Number:	3128204	WEDGE
Registration Number:	3137331	CUBE
Registration Number:	3246136	LIBERATOR
Registration Number:	3385004	ZEPPELIN
Registration Number:	3434524	JAXX
Registration Number:	3530673	LIBERATOR
Registration Number:	3637294	LIBERATOR
Registration Number:	3695556	AXIS

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Registration Number:	3666425	BE A LOVE ARTIST
Registration Number:	3814029	HIPSTER
Registration Number:	3814031	WING
Registration Number:	3906723	VALKYRIE
Registration Number:	3924240	BONBON
Registration Number:	4044249	JAZ
Registration Number:	4213520	LOVE ALL WAYS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-336-8000
 Email: ptodocket@arelaw.com
 Correspondent Name: Amster Rothstein & Ebenstein LLP
 Address Line 1: 90 Park Avenue
 Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	27177/8
NAME OF SUBMITTER:	Richard S. Mandaro
Signature:	/Richard S. Mandaro/
Date:	01/07/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), dated 19 December 2012, is made by ONE UP INNOVATIONS, INC., formerly known as ONE UP INNOVATIONS, LLC, and FOAM LABS, INC. (individually and collectively, the "**Grantor**") in favor of CREDIT CASH NJ, LLC (the "**Secured Party**").

WHEREAS, Grantor has executed and delivered a certain Credit Card Receivables Advance Agreement dated on or about November 2, 2010 made by the Grantor to the Secured Party (as may be amended, supplemented or otherwise modified from time to time, the "**Advance Agreement**"). Terms defined in the Advance Agreement and not otherwise defined herein are used herein as defined in the Advance Agreement.

WHEREAS, under the terms of the Advance Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain general intangibles including, but not limited to, trademarks and trademark applications of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities. This Trademark Security Agreement shall be deemed to be a Loan Document under the Advance Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Secured Party a continuing security interest in all of such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application therefor, referred to in **Schedule 1** hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark license or distribution agreement to which the Grantor is a party, including, without limitation, each Trademark license or distribution agreement referred to in **Schedule 2** hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing, including, without limitation, all proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect or otherwise recover such damages.

Section 2. *No Transfer of Grantor's Rights.* Except to the extent expressly permitted in the Advance Agreement, Grantor agrees not to sell, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral. In addition, Grantor agrees not to enter into any further Trademark license or distribution agreements without first notifying Secured Party and to execute, upon the reasonable request of the Secured Party, such additional documents as are necessary to include any such future license or distribution agreement under this Trademark Security Agreement.

Section 3. *Warranties and Representations.*

(i) Grantor believes it has the sole, full and clear title to the Trademarks in the United States shown on **Schedule 1** hereto for the goods and services with which the Trademarks are used, and believes that any registrations thereof are valid and subsisting and in full force and effect. Grantor has used and will continue to use for the duration of this Agreement standards of quality in the manufacture of products sold under the Trademarks that are at least equal to those standards in effect as of the date of this Agreement.

(ii) Grantor (either itself or through its licensees) will continue to use the Trademarks in connection with the applicable goods to maintain the Trademarks in full force and effect free from any claim of abandonment for non-use and Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated; provided, however, that Grantor may choose, in its reasonable business judgment, to abandon any Trademark if Grantor deems, that doing so is in the best business interests of Grantor. Grantor agrees to notify the Secured Party in writing within thirty (30) days of receiving a Notice of Abandonment for any of the Trademark Collateral.

(iii) In the event that Grantor, either itself or through any subsidiary, affiliate, agent, employee, licensee or designee, files an application for the issuance of any trademark with the United States Patent and Trademark Office, or obtains issuance of any trademark previously applied for, or adopts, acquires or obtains rights to any new trademark application, or becomes entitled to the benefit of any trademark application or any trademark, Grantor shall promptly inform the Secured Party, and, upon request of the Secured Party, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Secured Party may reasonably request to evidence the Secured Party's interest in such trademarks and the goodwill and general intangibles of Grantor relating thereto or represented thereby. Grantor authorizes the amendment of the schedules hereto to include any future trademark or trademark applications which may be acquired or made by Grantor.

(iv) As of the date hereof, neither Grantor nor any affiliate or subsidiary thereof, has any trademarks or pending trademark applications registered in the United States Patent and Trademark Office other than those described in **Schedule 1** hereto.

(v) In the event Grantor learns that any of the Trademark Collateral is infringed, misappropriated or diluted by a third party, Grantor shall notify the Secured Party of the same and shall take such other actions to protect such Trademark Collateral as Grantor deems appropriate in its reasonable business judgment under the circumstances. The Secured Party

shall have the right, but in no way shall be obligated, to bring suit in its own name to enforce the Trademark Collateral and any licenses thereunder, in which event Grantor shall, at the reasonable request of the Secured Party, take such actions as may be reasonably necessary to aid such enforcement.

Section 4. *Security for Obligations.* The grant of continuing security interest in the Trademark Collateral by Grantor under this Trademark Security Agreement secures the Obligations of such Grantor, now or hereafter existing under or in respect of the Advance Agreement whether direct or indirect, absolute or contingent. Upon payment in full of all of the obligations under the Advance Agreement and termination of the Advance Agreement, including a release of Secured Party's liens and security interest in the assets of the Grantor, the security interest granted hereunder shall also terminate. Notwithstanding the foregoing, the liens and security interest granted herein will only terminate upon the release of liens under the Advance Agreement, it being understood that the obligations may be paid but the Advance Agreement may continue to remain valid for reloads.

Section 5. *Recordation.* Grantor hereby authorizes the Secured Party to attend to all formalities related to the recordation of this Trademark Security Agreement before all applicable intellectual property offices and registers worldwide and agrees to execute, upon the reasonable request of the Secured Party, such additional documents as are necessary to give full effect to the rights of the Secured Party under this Trademark Security Agreement.

Section 6. *Execution in Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


Section 7. *Grants, Rights and Remedies.* This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the appropriate intellectual property offices and registers. The security interest granted hereby has been granted to the Secured Party in connection with the Advance Agreement and is expressly subject to the terms and conditions thereof. The Advance Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 8. *Governing Law.* This Trademark Security Agreement shall be governed by, and construed in accordance with, the trademark laws of the United States and the laws of the State of New York. All proceedings in relation to this agreement shall be heard by a court of competent jurisdiction in the State of New York.

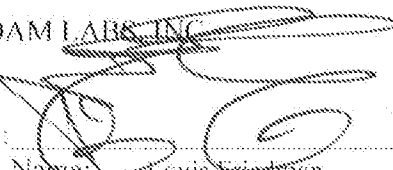
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

~~ONE UP INNOVATIONS, INC.~~

By: 
Name: Louis Friedman
Title: President

~~FOAM LABS, INC.~~

By: 
Name: Louis Friedman
Title: President

Address for Notices:

2745 Bankers Industrial Drive
Atlanta, GA 30360

Schedule I

Issued U.S. Trademarks:

Trademark Name	Registration Number	Registration Date
LIBERATOR	2,629,064	10/01/2002
STAGE	3,089,265	05/09/2006
BEDROOM ADVENTURE GEAR	3,097,220	05/30/2006
RAMP	3,125,016	08/01/2006
ESSE	3,128,117	08/08/2006
WEDGE	3,128,204	08/08/2006
CUBE	3,137,331	08/29/2006
LIBERATOR	3,246,136	05/29/2007
ZEPPELIN	3,385,004	02/19/2008
JAXX	3,434,524	05/27/2008
LIBERATOR	3,530,673	11/11/2008
LIBERATOR	3,637,294	06/16/2009
AXIS	3,695,556	07/28/2009
BE A LOVE ARTIST	3,666,425	08/11/2009
HIPSTER	3,814,029	07/06/2010
WING	3,814,031	07/06/2010
VALKYRIE	3,906,723	01/18/2011
BONBON	3,924,240	02/22/2011
JAZ	4,044,249	10/25/2011
LOVE ALL WAYS	4,213,520	09/25/2012

Trademark Applications:

None

Schedule 2

Trademark Licenses and Distribution Agreements:

1. Distribution Agreement Between OneUp Innovations, Inc., a Georgia corporation, ("OneUp Innovations") & Cupido Sensual International (HK) Ltd, a Hong Kong corporation, ("Distributor") dated September 15, 2012.
2. Distribution Agreement Between OneUp Innovations, Inc., a Georgia corporation, ("OneUp Innovations") & Ong S.C. Ian dated May 15, 2008.
3. Distribution Agreement Between OneUp Innovations, Inc., a Georgia corporation, ("OneUp Innovations") & InJoy Innovations Pty. Ltd. dated May 9, 2008.