

05/14/2013

MRD 05-14-13



103658166



To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

ABC Global Services, Inc.
6400 Shafer Court, Suite 225
Rosemont, IL 60018

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 30, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deerpath Capital II, LP

Street Address: 405 Lexington Avenue, 71st Floor

City: New York

State: NY

Country: USA Zip: 10174

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship Delaware
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

85135531, 85519857, 85519843

B. Trademark Registration No.(s)

4232869, 4199090, 4199089, 3571935

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

(1) TESS, (2) EZ BOOK, (3) ABC, (4) ABC GLOBAL SERVICES, (5) THE SOLD OUT SOLUTION, (6) BLOCK SPACE REQUEST: THE SOLD OUT SOLUTION, (7) ABC CORPORATE SERVICES

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gabriel M. Loperena, Esq.

Internal Address: Porter Hedges LLP

Street Address: 1000 Main Street, 36th Floor

City: Houston

State: TX Zip: 77002

Phone Number: (713) 226-6708

Docket Number: 010997-0052

Email Address: gloperena@porterhedges.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

05/15/2013 HTON11 00000025 4232869

01 FC:8521 Deposit Account Number 40.00 OF 150.00 OF

Authorized User Name _____

9. Signature:

Signature

5/10/2013

Date

Gabriel M. Loperena, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2013 (the "**Agreement**"), by and between ABC GLOBAL SERVICES, INC., a Delaware corporation ("**Debtor**"), and DEERPATH CAPITAL II, LP, a Delaware limited partnership ("**Deerpath**"), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, "**Secured Party**") for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor, ABC GLOBAL HOLDINGS LLC, a Florida limited liability company, and the other borrowers from time to time party thereto (collectively with Debtor, the "**Borrowers**"), Deerpath and the other lenders from time to time party thereto (collectively, the "**Lenders**"), and Secured Party have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Loan Agreement**");

WHEREAS, Debtor, the other Borrowers and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Security Agreement**"), pursuant to which Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to the Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to the Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "**IP Collateral**"), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents, patent applications, and patent licenses to which it is a party, including, but not limited to, those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including, but not limited to, those referred to on *Schedule 1* hereto;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

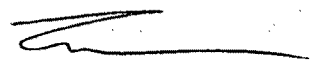
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

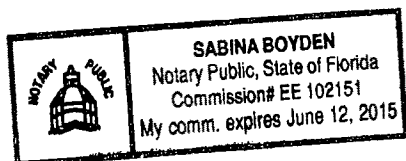
DEBTOR:

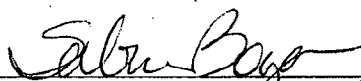
ABC GLOBAL SERVICES, INC.
a Delaware corporation

By: 
Name: Eric Altschul
Title: President

STATE OF Florida)
COUNTY OF Palm Beach) ss.

This instrument was acknowledged before me on May 2, 2013, by Eric Altschul, the President of ABC Global Services, Inc., a Delaware corporation, for and on behalf of such corporation, and for the purpose and consideration herein stated.

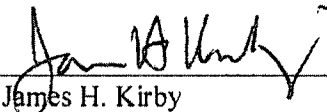



Notary Public in and for the State of Florida

SECURED PARTY:


DEERPATH CAPITAL II, LP
a Delaware limited partnership,
as Agent

By: Deerpath Capital II General Partner, LLC
its general partner

By: 
Name: James H. Kirby
Title: President

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

This instrument was acknowledged before me on May 1, 2013, by James H. Kirby, President of Deerpath Capital II General Partner, LLC, a Delaware limited liability company, in its capacity as the general partner of Deerpath Capital II, LP, a Delaware limited partnership, for and on behalf of such limited liability company in its capacity as the general partner of such limited partnership, and for the purpose and consideration herein stated.


Notary Public in and for the State of New York

DOROTHEA J MCCORMICK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC6157939
Qualified in New York County
Commission Expires December 11, 2014

[SIGNATURE/ACKNOWLEDGMENT PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT – SECURED PARTY]

Schedule 1

to

Patent and Trademark Security Agreement

Patents

None.

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Mark	Reg. No.	Serial No.	Country
ABC	4199090	85135516	USA
ABC CORPORATE SERVICES	3571935	77491558	USA
ABC GLOBAL SERVICES	4199089	85135474	USA
EZ BOOK	4232869	85519829	USA
TESS		85135531	USA
BLOCK SPACE REQUEST: THE SOLD OUT SOLUTION		85519843	USA
THE SOLD OUT SOLUTION		85519857	USA
GLOBAL CONNECT			
e-TRAVEL ALERTS			
HOT DEALS			

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

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