

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SkyMall, LLC		09/18/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SMXE Lending, LLC
Street Address:	2525 E. Camelback Road
Internal Address:	Suite 850
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85016
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4189605	SKY MALL
Registration Number:	4186871	SKYMALL
Registration Number:	2716526	SKYMALL
Registration Number:	2560417	SKYMALL
Registration Number:	2343788	SKYMALL.COM
Registration Number:	2258774	SKYMALL
Registration Number:	1708173	SKYMALL
Registration Number:	1843376	TRAVELMALL
Registration Number:	1819554	JETCETERA

CORRESPONDENCE DATA

Fax Number: 6027985595
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (602) 798-5429
Email: lerner@ballardspahr.com
Correspondent Name: Adam N. Lerner of Ballard Spahr, LLP
Address Line 1: 1 East Washington Street
Address Line 2: Suite 2300
Address Line 4: Phoenix, ARIZONA 85004-2555

ATTORNEY DOCKET NUMBER:	00155826
NAME OF SUBMITTER:	Adam N. Lerner
Signature:	/Adam N. Lerner/
Date:	09/18/2013

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

THIS TRADEMARK COLLATERAL AGREEMENT (this "Agreement") is executed this ____ day of September, 2013, by and between SkyMall, LLC, a Delaware limited liability company ("Debtor"), with its principal place of business and mailing address at 1520 East Pima Street, Phoenix, Arizona 85034, and SMXE Lending, LLC, a Delaware limited liability company ("Assignee"), with its mailing address of 2525 E. Camelback Road, Suite 850, Phoenix, Arizona 85016.

BACKGROUND

A. Debtor and Assignee have entered into the Security Agreement dated as of even date herewith (the "Security Agreement"), pursuant to which Debtor has agreed to grant to Assignee a continuing security interest in, and pledge and assign to Assignee, all of Debtor's Collateral (as defined therein).

B. In connection with the Security Agreement, Debtor desires to enter into this Agreement to assign and grant to Assignee a lien on and a continuing security interest in the trademarks hereinafter described.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor assigns, mortgages and pledges to, and grants to Assignee, a lien on and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Liabilities of Debtor as set out in the Security Agreement.

Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Assignee of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Agreement shall operate only to create a security interest for collateral purposes in favor of Assignee, for the ratable benefit of Assignee, on such Intent-To-Use Application as collateral security for the Liabilities. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor and Assignee have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SKYMALL, LLC

By: SKYMALL INTERESTS, LLC, Sole Member

By: Swiley
Name: Scott Wiley
Title: CFO

SMXE LENDING, LLC

By: SMXE LENDING HOLDINGS, LLC, Manager

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor and Assignee have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SKYMALL, LLC

By: SKYMALL INTERESTS, LLC, Sole Member

By: _____

Name: _____

Title: _____

SMXE LENDING, LLC

By: SMXE LENDING HOLDINGS, LLC, Manager

By: *Daniel Hall*




Name: *Daniel Hall*

Title: *Attorney Representative*

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

TRADEMARKS	FILED	SERIAL #	REG. DATE	REG. #
	11-10-2011	85/469,504	8-14-2012	4,189,605
SKYMALL	1-26-2012	85/526,530	8-7-2012	4,186,871
	4-10-2000	78/003,429	5-13-2003	2,716,526
	4-10-2000	78/003,427	4-9-2002	2,560,417
SKYMALL.COM	7-30-1999	75/764,867	4-18-2000	2,343,788
SKYMALL	10-17-1997	75/375,222	7-6-1999	2,258,774
SKYMALL	11-19-1991	74/223,201	8-18-1992	1,708,173
TRAVELMALL	7-13-1992	74/293,883	7-5-1994	1,843,376
JETCETERA	12-13-1990	74/123,116	2-1-1994	1,819,554

PENDING FEDERAL TRADEMARK APPLICATIONS

NONE

FOREIGN REGISTERED TRADEMARKS

COUNTRY	TRADEMARKS	FILED	SERIAL #	REG. DATE	REG. #
Australia	SKYMALL	4-22-1999	791956	4-22-1999	791956
Bermuda	SKYMALL	5-4-1999	30662	5-4-1999	30662
Brazil	SKYMALL	10-6-1999	822084104	5-18-2004	822084104
Canada	SKYMALL	5-19-1999	1016044	11-3-2000	TMA536589
Costa Rica	SKYMALL		3171-99	6-21-2000	120675
European	SKYMALL	4-15-1999	1139617	4-2-2001	001139617

Community					
Guatemala	SKYMALL		2009-00067	10-24-1999	99533
Hong Kong	SKYMALL	6-22-2000	13753/2000	6-22-2000	8505/2002
Hong Kong	SKYMALL	5-23-1998	6725/1998	1-24-2000	1527/2000
Japan	SKYMALL	11-5-1998	10-94572	1-14-2000	4352071
Japan	SKYMALL	10-22-1991	03-108987	12-24-1993	2610676
Korea, Republic of	SKYMALL	11-4-1998	98-9033	12-13-2001	72413
Mexico	SKYMALL	5-24-1999	376473	5-24-1999	696646
Peru	SKYMALL	4-29-1999	83489	11-30-1999	19624
Singapore	SKYMALL	9-18-1998	T98/09456I	9-18-1998	T98/09456I
Switzerland	SKYMALL	4-23-1999	3602	4-23-1999	467639
Taiwan	SKYMALL	10-9-1998	(87) 49359	11-16-1999	S117767
Puerto Rico	SKYMALL	6-3-1999		6-3-1999	45744
Turkey	SKYMALL	4-15-2008	2008/22108	5-26-2009	2008/22108