

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
STMP, LLC		07/08/2013	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	BFG Loan Holdings, LLC
Street Address:	4912 Creekside Drive
City:	Clearwater
State/Country:	FLORIDA
Postal Code:	33760
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85742364	SCÜNCI
Registration Number:	1612163	SCUNCI
Registration Number:	3331251	SCÜNCI
Registration Number:	3941875	SCUNCI
Registration Number:	2115038	SCUNCI
Registration Number:	3124161	SCUNCI

CORRESPONDENCE DATA

Fax Number: 8132239620
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 813-224-9255
 Email: ajenkins@bushross.com
 Correspondent Name: Andrew T. Jenkins, Esq.
 Address Line 1: 1801 N. Highland Ave.
 Address Line 2: Bush Ross, P.A.

OP \$165.00 85742364

Address Line 4: Tampa, FLORIDA 33602

ATTORNEY DOCKET NUMBER: 013065.00011

NAME OF SUBMITTER: Andrew T. Jenkins

Signature: /Andrew T. Jenkins/

Date: 12/13/2013

Total Attachments: 6

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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT is made on the 8th day of July, 2013, by and between STMP, LLC, a Colorado limited liability company (“**Borrower**”), and BFG LOAN HOLDINGS, LLC, a Florida limited liability company (“**Lender**”). Leathem S. Stearn, an individual residing at 1001 Ute Avenue, Aspen, CO 81611 (“**Stearn**”), agrees to be bound by Sections 3-5 of this Agreement. In the event that any provision of this Trademark Collateral Security Agreement is deemed to conflict with the Loan Agreement (as hereinafter defined), the provisions of the Loan Agreement shall control unless the Lender shall otherwise determine.

BACKGROUND

Borrower and Lender have entered into that certain Loan and Security Agreement of even date herewith (as amended, modified, restated or supplemented from time to time, the “**Loan Agreement**”) pursuant to which Borrower has issued a Promissory Note of even date herewith (as amended, modified, restated or supplemented from time to time, the “**Promissory Note**”) providing for extensions of credit by Lender to Borrower in an aggregate principal amount not to exceed \$3,500,000.00 at any time. In order to induce Lender to make advances under the Loan Agreement, Borrower agreed to execute and deliver to Lender this Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, the “**Trademark Security Agreement**”).

NOW, THEREFORE, in consideration of the premises, Borrower and Lender hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

“**Code**” shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Florida.

“**License**” shall mean that certain Trademark License dated March 10, 1992 from Leathem Stearn, as licensor, to Neal Menaged and Lewis M. Hendler, collectively as licensee, as amended or assigned by that certain (i) First Amendment to Trademark License dated August 15, 2002 by and between Leathem Stearn, as licensor, to Neal Menaged and Lewis M. Hendler, collectively as licensee; (ii) Second Amendment to Trademark License dated March 10, 2005 by and between Leathem Stearn, as licensor, and Trademark Properties, LLC, as licensee; and (iii) Assignment and Assumption Agreement dated as of March 21, 2005 by and among Trademark Properties, LLC, Neal Menaged and Lewis Hendler, as assignors, and Conair Corporation, as assignee.

“**Obligations**” shall mean the due and punctual payment of (a) principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Promissory Note, when and as due under the Loan Agreement, whether at maturity or by acceleration or otherwise, and (b) all other monetary obligations, including fees,

Trademark Collateral shall revert to Borrower.

10. Notices. Any notice to Lender or Borrower under this Trademark Security Agreement shall be given in the manner and to the parties designated as is provided in the Loan Agreement.

11. Cumulative Remedies. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

12. Severability. The provisions of this Trademark Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Trademark Security Agreement in any jurisdiction.

13. Governing Law. The validity and interpretation of this Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Florida.

14. JURISDICTION AND VENUE.

(A) THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ALL ACTIONS, PROCEEDINGS OR LITIGATION OF ANY KIND WHATSOEVER AGAINST ANY OTHER PARTY IN ANY WAY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT AND ALL CONTEMPLATED TRANSACTIONS THEREFROM INCLUDING, WITHOUT LIMITATION, CONTRACT, EQUITY, TORT, FRAUD OR STATUTORY CLAIMS, SHALL BE TRIED AND LITIGATED EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF HILLSBOROUGH, STATE OF FLORIDA AND ANY APPELLATE COURT FROM ANY THEREOF, OR, AT THE SOLE OPTION OF THE LENDER, IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY OR IN PERSONAM JURISDICTION OVER THE BORROWER.

(B) THE PARTIES FURTHER IRREVOCABLY AND UNCONDITIONALLY (I) SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS DESCRIBED IN SUBSECTION (A) ABOVE, AND (II) AGREE THAT THE AFOREMENTIONED CHOICE OF VENUE IS TO BE CONSIDERED MANDATORY AND NOT PERMISSIVE IN NATURE, THEREBY PRECLUDING THE POSSIBILITY OF ANY ACTION, PROCEEDING OR LITIGATION OF ANY KIND WHATSOEVER AGAINST ANY OTHER PARTY IN ANY WAY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT AND ALL CONTEMPLATED TRANSACTIONS THEREFROM INCLUDING, WITHOUT LIMITATION, CONTRACT, EQUITY, TORT, FRAUD OR STATUTORY CLAIMS, IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN SUBSECTION (A) ABOVE.

(C) THE BORROWER, TO THE EXTENT IT MAY LEGALLY DO SO, HEREBY IRREVOCABLY AND UNCONDITIONALLY: (I) WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS AND/OR (II) TO OBJECT TO VENUE IN ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

(D) THE BORROWER FURTHER IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ANY FINAL JUDGMENT RENDERED AGAINST IT IN ANY ACTION OR PROCEEDING SHALL BE CONCLUSIVE AS TO THE SUBJECT OF SUCH FINAL JUDGMENT AND MAY BE ENFORCED IN OTHER JURISDICTIONS IN ANY MANNER PROVIDED BY LAW.

(E) THIS CHOICE OF JURISDICTION AND VENUE PROVISION SHALL BE CONSIDERED AN INDISPENSABLE AND MATERIAL ELEMENT OF THIS AGREEMENT.

15. Successors and Assigns. The benefits and burdens of this Trademark Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Collateral Security Agreement under seal as of the day and year first above written.

Witnesses:

STMP, LLC.

[Signature]

[Signature]

Print: Chris LaLoix

By: Leathem S. Stearn

[Signature]

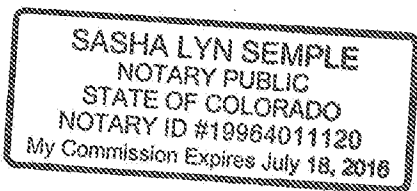
Title: Manager

Print: Kayla L. Schuler Hall

STATE OF Colorado
COUNTY OF Pitkin

The foregoing instrument was acknowledged before me personally on this 8th day of July, 2013, an officer duly authorized in the State and County aforesaid to take acknowledgments, by Leathem S. Stearn, to me personally known or known to me by evidence of identification of pers. known to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.

[Signature]



Witnesses:

[Signature]

[Signature]

Print: Chris LaLoix

Leathem S. Stearn, an individual

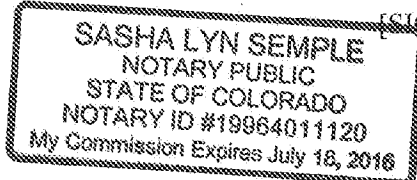
[Signature]

Print: Kayla L. Schuler Hall

STATE OF Colorado
COUNTY OF Pitkin

The foregoing instrument was acknowledged before me personally on this 8th day of July, 2013, an officer duly authorized in the State and County aforesaid to take acknowledgments, by Leathem S. Stearn, to me personally known or known to me by evidence of identification of pers. known to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.

[Signature]



[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement under seal as of the day and year first above written.

Witnesses:

BFG Loan Holdings, LLC

Cynthia C. Cole
Print: Cynthia C. Cole

John A. Malrose
Print: JOHN A. MALROSE

By: [Signature]
Name: John Fernando
Title: President

STATE OF Florida
COUNTY OF Pineellas

The foregoing instrument was acknowledged before me personally on this 27th day of ~~July~~ August, 2013, an officer duly authorized in the State and County aforesaid to take acknowledgments, by John Fernando, to me personally known or ~~known to me~~ by evidence of identification of _____ to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.

Naomi Maureen Schlecht



COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
TRINIDAD & TOBAGO	T28949TT0	11/24/2010	43019	8/12/2011	43019	REGISTERED	021,026
UNITED KINGDOM	T30837GB1	1/30/2006	2412423	1/30/2006	2412423	REGISTERED	008,009,011 014,021
UNITED KINGDOM	T30837GB0	2/11/1992	1,490,817	2/11/1992	1,490,817	REGISTERED	N/A
UNITED STATES	T28949US1	11/10/1986	73/629,379	9/4/1990	1,612,163	REGISTERED	026
UNITED STATES	T28949US3	7/14/2005	78/670,398	11/6/2007	3,331,251	REGISTERED	008,009,011 020,026
UNITED STATES	T28949US4	2/8/2010	77/930,507	4/5/2011	3,941,875	REGISTERED	018
UNITED STATES	T28949US5	10/1/2012	85/742,364			ALLOWED	003,008
UNITED STATES	T28949US0	8/28/1995	74/721,440	11/25/1997	2,115,038	REGISTERED	026
UNITED STATES	T28949US2	12/29/2000	78/041,062	8/1/2006	3,124,161	REGISTERED	008,011,014 021,025
URUGUAY	T28949UY0	10/18/2010	416955	7/17/2012	416955	REGISTERED	021,026
VENEZUELA	T28949VE0	3/13/2002	3779-2002			PENDING	008
VENEZUELA	T28949VE1	3/13/2002	3778-2002	3/3/2009	P-291853	REGISTERED	011
VENEZUELA	T28949VE2	3/13/2002	3777-2002	6/18/2009	P-294610	REGISTERED	021
VENEZUELA	T28949VE3	3/13/2002	3776-2002	6/18/2009	P-294609	REGISTERED	026
VIETNAM	T28949VN0	4/2/2010	4-2010-06800	12/21/2011	177403	REGISTERED	021,026
SCUNCI IN CHINESE CHARACTERS							
CHINA	T47970CN0	7/1/2011	9666350	9/7/2012	9666350	REGISTERED	008
CHINA	T47970CN1	7/1/2011	9666351	9/7/2012	9666351	REGISTERED	011
CHINA	T47970CN2	7/1/2011	9666352	8/7/2012	9666352	REGISTERED	021
CHINA	T47970CN3	7/1/2011	9666349	8/7/2012	9666349	REGISTERED	026
CHINA	T47970CN4	4/11/2013	12407369			PENDING	008
U (WITH UMLAUT)							
UNITED STATES	T29433US0	5/28/1999	75/716,601	4/23/2002	2,564,121	REGISTERED	026

LICENSE AGREEMENTS

Trademark License dated March 10, 1992, as amended on August 15, 2002, March 10, 2005 and March 21, 2005, as more particularly described and defined as the "License Agreement" in the Loan and Security Agreement between STMP, LLC and BFG Loan Holdings, LLC.

Domain Name License Agreement dated November 27, 2002 between Stearn Enterprises, LLC and Neal Menaged and Lewis Hendler and thereafter assigned to Conair Corporation.

Synopsis of Trademark License for Recordation dated March 21, 2005 between Leathem Stearn and Conair Corporation.

DOMAIN NAMES

SCUNCI.COM
SCUNCI.US

1427566.5