

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2724284

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
STARFISH HOLDINGS, INC.	11/13/2012
RECEIVING PARTY DATA	
Name:	TRS FUNDING LLC
Street Address:	19500 JAMBOREE ROAD, 5TH FLOOR
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92612
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5995942
Patent Number:	6865545
CORRESPONDENCE DATA	
Fax Number:	
Email: dallasipdocket@akllp.com, psargent@akllp.com	
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name: MICHELE SCHWARTZ	
Address Line 1: 1717 MAIN STREET, STE. 3700	
Address Line 4: DALLAS, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	88856
NAME OF SUBMITTER:	MICHELE P. SCHWARTZ
Signature:	/Michele P. Schwartz/
Date:	02/12/2014
Total Attachments: 5	

502677677

PATENT
REEL: 032251 FRAME: 0710

source=Patent Assignment for Security w Notary#page1.tif
source=Patent Assignment for Security w Notary#page2.tif
source=Patent Assignment for Security w Notary#page3.tif
source=Patent Assignment for Security w Notary#page4.tif
source=Patent Assignment for Security w Notary#page5.tif

PATENT ASSIGNMENT FOR SECURITY

This Patent Assignment for Security ("**Patent Assignment**") is entered into as of Closing Date by and between TRS Funding LLC, a Delaware limited liability company ("**Seller**"), and Starfish Holdings, Inc., a Delaware corporation ("**Purchaser**"). "**Closing Date**" shall have the meaning set forth in the Purchase Agreement (defined below) between Purchaser and Seller.

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase Agreement dated as of November 13, 2012 (the "**Purchase Agreement**"), pursuant to which Purchaser has agreed to purchase from Seller the Purchased Assets (as defined in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to accept a portion of the purchase price thereunder in the form of a secured promissory note, and this assignment is intended to provide security for the payments required under said note.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **DEFINITIONS**

(a) "**Patents**" shall mean all of the United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries that are described on **Schedule A** and as particularly set forth in the Purchase Agreement.

(b) "**Closing Date**" shall have the meaning set forth in the Purchase Agreement.

2. **ASSIGNMENT**

(a) **General.** As collateral security for the prompt and complete payment and performance of all of Purchaser's present or future indebtedness under the Seller Note (as defined in the Purchase Agreement) Purchaser hereby transfers and assigns to Seller a security interest, but not as an ownership interest, in all worldwide right, title and interest, including common law rights, in the United States of America and all other countries and jurisdictions of the world in, to and under the Patents.

(b) **Further Assurances.** Upon request by Seller at any time, Purchaser shall execute all documents and instruments and do all other things deemed necessary or useful by Seller in establishing, perfecting, protecting, prosecuting, defending and enforcing Seller's security interest in the Patents, at Seller's expense. Purchaser further agrees to provide any successor, transferee, assignee, or legal representative of Seller with the benefits and assistance provided to Seller hereunder.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the parties have executed this Patent Assignment as of the Closing Date.

"Seller"

TRS FUNDING LLC,
a Delaware limited liability company

By: *Charles E. Bradley, Jr.*
Name: Charles E. Bradley, Jr.
Title: Manager

"Purchaser"

STARFISH HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Patent Assignment as of the Closing Date.

"Seller"

TRS FUNDING LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

"Purchaser"

STARFISH HOLDINGS, INC.,
a Delaware corporation

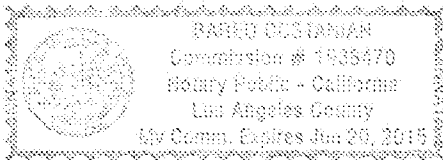
By: Samuel A. Ragone
Name: Samuel A. Ragone
Title: President

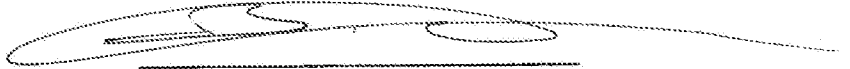
SEE ATTACHED
NOTARIAL
CERTIFICATE

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On November ^{13TH} 2012, before me, Baro Costantini, a notary public in
and for said state, personally appeared Samuel A. Ragnone, proved
to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity, and that
by his signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.




Signature of Notary Public

SCHEDULE A

Issued Patents

<u>Patent</u>	<u>Patent Number</u>	<u>Issue Date</u>
Store-Level Marketing System	5,995,942	30-Nov-1999
Method For Providing Consumers with Offers	6,865,545	08-Mar-2005

Abandoned Patent Applications

<u>Patent</u>	<u>Application Number</u>	<u>Application Date</u>
Method For Providing Consumers with Offers	2,315,457	9-Aug-2000 (Canadian Patent Application)
Method For Providing Consumers with Offers	00402284.4	11-Aug-2000 (European Patent Convention)

<u>Patent</u>	<u>Application Number</u>	<u>Application Date</u>
---------------	---------------------------	-------------------------