

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309398

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| eCommission Holdings Inc. | | 06/05/2014 | CORPORATION: DELAWARE |
| eCommission Financial Services, Inc. | | 06/05/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | TCF National Bank | | |
| Street Address: | 71 S. Wacker Drive, Suite 2110 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2583921 | ECOMMISSION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3122585600 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 312-258-5724 | | |
| Email: | cbollinger@schiffhardin.com | | |
| Correspondent Name: | Chris L. Bollinger | | |
| Address Line 1: | P.O. Box 06079 | | |
| Address Line 2: | Schiff Hardin LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60606-0079 | | |
| ATTORNEY DOCKET NUMBER: | 41357-0019 | | |
| NAME OF SUBMITTER: | Chris L. Bollinger | | |
| SIGNATURE: | /Chris L. Bollinger/ | | |
| DATE SIGNED: | 07/01/2014 | | |
| Total Attachments: 16 | | | |
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TRADEMARK

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PATENT, COPYRIGHT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") is made as of June 5, 2014 by eCommission Holdings Inc., a Delaware corporation ("Parent"), and eCommission Financial Services, Inc., a Delaware corporation ("Borrower"; Parent and Borrower are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), in favor of TCF National Bank ("Lender").

WITNESSETH:

WHEREAS, Obligors and Lender have entered into that certain Credit Agreement dated as of June 5, 2014 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, Obligors and Lenders have entered into that certain Security Agreement dated as of June 5, 2014 (as amended, restated or modified from time to time, the "Security Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of Borrower thereunder that, among other things, each Obligor execute and deliver to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

1. **Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Liabilities each Obligor hereby grants to the Lender a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) all of such Obligor's patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, reexaminations, reviews, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d),

inclusive, in which such Obligor now or hereafter has any right, title or interest in and to are hereinafter individually and/or collectively referred to as the "Patents";

(ii) all of such Obligor's copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest in and to are hereinafter individually and/or collectively referred to as the "Copyrights";

(iii) all of such Obligor's trademarks, service marks, trademark or service mark registrations, trademark or service mark applications (excluding intent-to-use trademark applications if and solely to the extent that (and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest of such Obligor therein), domain names and trade names including, without limitation, the trademarks, service marks, domain names, trade names and applications thereof listed on Schedule C attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing trademarks, service marks, registrations, applications, domain names and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest in and to are hereinafter and/or collectively referred to as the "Marks";

(iv) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents, Copyrights and Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as "Licenses"; and

(v) the goodwill of such Obligor's business connected with and symbolized by the Marks.

3. Restrictions on Future Agreements. Each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses without receiving the prior written consent of Lender thereto.

4. Certain Covenants, Representations and Warranties of each Obligor. Each Obligor covenants, represents and warrants that: (i) to each Obligor's knowledge, the Patents, Marks and Copyrights owned by such Obligor and Licenses are valid, subsisting and enforceable and are not currently being challenged in any way and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (ii) to each Obligor's knowledge, none of the Patents, Marks or Copyrights owned by such Obligor have lapsed, expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise, except as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; (iii) to the best of each Obligor's knowledge, no claim has been made that the use of any of the Patents, Marks and Copyrights owned by such Obligor or Licenses constitutes an infringement; (iv) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedule D, (B) Liens and encumbrances in favor of Lender pursuant to this Agreement or the other Financing Agreements and (C) other Permitted Liens; (v) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, and D constitute all such items in which such Obligor has any right, title or interest; (vi) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (vii) such Obligor will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (viii) such Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new Patents, Marks, Copyrights or Licenses, or (ii) become entitled to the benefit of any Patents, Marks, Copyrights or Licenses, or renewals thereof, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Lender prompt written notice thereof. Each Obligor hereby authorizes Lender to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedules A, B or C and any Licenses on Schedule D, as applicable; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of any Obligor or rights of Lender hereunder.

6. Royalties; Terms. Each Obligor hereby agrees that the security interest of Lender in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges from Lender to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities and termination of the Credit Agreement.

7. **Inspection.** In accordance with the terms of the Credit Agreement, Lender shall have the right to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Lender to each Obligor of Lender's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.

8. **Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Lender shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Lender's security interest granted to Lender pursuant to this Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Lender.

9. **Duties of the Obligors.** Except to the extent the same is no longer material to such Obligor's business, each Obligor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter and (ii) to preserve, maintain and enforce against infringement all rights in the Patents, the Marks and the Copyrights, in each case in Obligors' reasonable business judgment. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall not abandon any Patents, Marks or Copyrights without the written consent of Lender.

10. **Lender's Right to Sue.** From and after the occurrence and during the continuance of a Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Lender shall commence any such suit, each Obligor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement.

11. **Waivers.** No course of dealing between any Obligor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this 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 Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Each Obligor shall execute and deliver to Lender, at any time or times hereafter at the request of Lender, all papers (including, without limitation, any as may be deemed desirable by Lender for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Lender), as Lender may request, to evidence Lender's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Lender's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Lender as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Lender as necessary or desirable for Lender in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Lender deems in good faith to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases the Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein.

16. **Binding Effect; Benefits.** This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Lender and its respective successors, assigns and nominees.

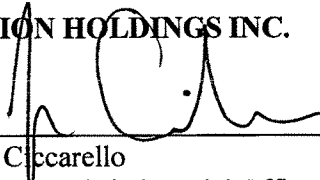
17. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, Trademark and License Security Agreement as of the date first above written.

E.COMMISSION HOLDINGS INC.

By: 
Name: James Ciccarello
Title: President, Chief Financial Officer and Treasurer

E.COMMISSION FINANCIAL SERVICES, INC.

By: 
Name: James Ciccarello
Title: President, Chief Financial Officer and Treasurer

The undersigned accepts and agrees to the foregoing Patent, Copyright, Trademark and License Security Agreement as of the date first written above.

TCF NATIONAL BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, Trademark and License Security Agreement as of the date first above written.

ECOMMISSION HOLDINGS INC.

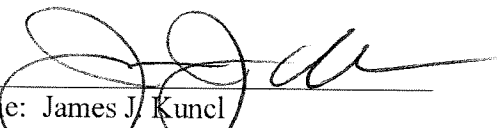
By: _____
Name: James Ciccarello
Title: President, Chief Financial Officer and Treasurer

ECOMMISSION FINANCIAL SERVICES, INC.

By: _____
Name: James Ciccarello
Title: President, Chief Financial Officer and Treasurer

The undersigned accepts and agrees to the foregoing Patent, Copyright, Trademark and License Security Agreement as of the date first written above.

TCF NATIONAL BANK

By: 
Name: James J. Kuncel
Title: Senior Vice President

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B

COPYRIGHTS

None.

SCHEDULE C

TRADEMARKS, SERVICE MARKS

Registered Trademarks

| No. | Status | Owner | Trademark Title | Country | Registration No. | Date Registered |
|-----|------------|--------------------------------------|-----------------|---------|------------------|-----------------|
| 1. | Registered | eCommission Financial Services, Inc. | ECOMMISSION | US | 2583921 | 6/18/2002 |

Registered Trade Names (All Registered in Texas)

- “The Agent Marketing Tool”
- “Prime Rate Advance”
- “First Agent Financial”
- “Friends and Family”
- “3 Click Advance”
- “NetAdvance”
- “TOP Agent in Town”
- “Seller’s Bridge”
- “YouBroker”
- “Your Realty Insider”

Registered Domain Names

- 1CLICKADVANCE.COM
- 1-CLICKADVANCE.COM
- 1-CLICK-ADVANCE.COM
- 2CLICKADVANCE.COM
- 2-CLICKADVANCE.COM
- 2-CLICK-ADVANCE.COM
- 3CLICKADVANCE.COM
- 3-CLICKADVANCE.COM
- 3-CLICK-ADVANCE.COM
- 3CLICKADVANCE.MOBI
- 3CLICKADVANCEMAIL.COM
- 3-CLICKADVANCEMAIL.COM
- 3-CLICK-ADVANCE-MAIL.COM
- AGENTMARKETINGTOOL.COM
- AGENTMARKETINGTOOL.NET
- APARTMENTLEASEADVANCE.COM
- APARTMENTLOCATORFEEADVANCE.COM
- APARTMENTLOCATORFEECOMMISSIONADVANCE.COM

- BRIDGEADVANCE.COM
- BRIDGECOMMISSIONADVANCE.COM
- BRIDGELISTINGADVANCE.COM
- BROKERAGEADVANCE.COM
- BUILDERADVANCE.COM
- COMMERCIALLEASEADVANCE.COM
- COMMISSIONADVANCE.MOBI
- COMMISSIONPLUS.COM
- E-COMISSION.COM
- E-COMISSION.COM
- E-COMMISSION.COM
- ECOMMISSION.CA
- ECOMMISSION.COM
- E-COMMISSION.COM
- ECOMMISSION.MOBI
- E-COMMISSION.NET
- ECOMMISSIONADVANCE.COM
- ECOMMISSIONASSIST.COM
- ECOMMISSION-ASSIST.COM
- ECOMMISSIONBLOG.COM
- ECOMMISSIONLOCAL.COM
- ECOMMISSIONS.COM
- E-COMMISSIONS.COM
- ECOMMISSIONSYSTEMS.COM
- FASTMONEYMART.COM
- FEEADVANCE.COM
- FIRSTAGENT.COM
- FREE-LISTING-FLYER.COM
- FREE-LISTING-FLYERS.COM
- FRIENDSANDFAMILYLOAN.COM
- FRIENDSFAMILYLOAN.COM
- FRIENDSFAMILYLOANS.COM
- LEASEADVANCE.COM
- LEASECOMMISSIONADVANCE.COM
- LISTINGADVANCE.COM
- LOCATORADVANCE.COM
- LOCATORFEEADVANCE.COM
- MOVELEADER.COM
- MYECOMMISSION.COM
- MYECOMMISSION.NET
- NETADVANCE.COM
- NETADVANCE.MOBI
- NECLICKADVANCE.COM

- PRIMERA TEADVANCE.COM
- REALCOMISSION.COM
- REALCOMISSIONS.COM
- REALCOMMISION.COM
- REALCOMMISIONS.COM
- REAL-ESTATE-COMMISSION-ADVANCE.COM
- REALTORS COMMISSION ADVANCE.COM
- RESIDENTIAL LEASE ADVANCE.COM
- SELLERS BRIDGE.COM
- SHORTSALE ADVANCE.COM
- THE AGENT MARKETING TOOL.COM
- THE AGENT MARKETING TOOL.NET
- THE CHECK STOP.COM
- THREE CLICK ADVANCE.COM
- TOP AGENT IN.COM
- TOP AGENT IN TOWN.COM
- TWO CLICK ADVANCE.COM
- U-BROKER.COM
- YOU BROKER.COM
- YOUR MONEY MART.COM

SCHEDULE D

LICENSES

Material Licenses

The Company relies on several third party providers to gather information relating to its operations and intellectual property, including:

- DocuSign – electronic documents
- Terradatum/Relus – mls information
- Credco – credit pulls
- Group Texting – texting
- Authorize.net – credit card merchant
- Blue Hornet – bulk email provider
- MaxMind – geo lookup

National Alliances

The Company has entered into an alliance, preferred provider or similar agreement with real estate brokerage firms, including:

- Preferred Alliance Agreement with Realty Services Group
- RE/MAX Approved Supplier
- Keller Williams Sponsor Agreement
- Approved Supplier Agreement with Exit Realty Corp.
- Marketing Agreement with Real Living LLC
- Preferred Supplier Agreement with BHH Affiliates, LLC and BRER Affiliates, LLC (Prudential)

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

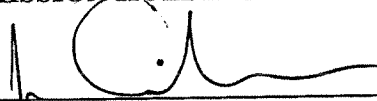
STATE OF)
) SS.
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that eCommission Holdings Inc., a Delaware corporation ("Parent"), eCommission Financial Services, Inc., a Delaware corporation ("Borrower"; Parent, and Borrower are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated June 5, 2014 (as it may be amended, restated or modified from time to time, the "Collateral Agreement") among Obligors and TCF National Bank ("Lender"), each hereby appoints and constitutes Lender its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Patent, Copyright, Trademark and License Security Agreement:


1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C and D of the Patent, Copyright, Trademark and License Security Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to that certain Credit Agreement, dated as of June __, 2014, among the Obligor and the Lender and may not be revoked until the payment in full of all liabilities and obligations of the Obligor under such Credit Agreement.

ECOMMISSION HOLDINGS INC.

By: 
Name: James Ciccarello
Title: President, Chief Financial Officer and Treasurer

ECOMMISSION FINANCIAL SERVICES, INC.

By: 
Name: James Ciccarello
Title: President, Chief Financial Officer and Treasurer