

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		First Lien Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
eCommerce Industries, Inc.		09/15/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silver Point Finance, LLC		
<b>Street Address:</b>	2 Greenwich Plaza		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3080472	ACSELLERATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-735-3000		
<b>Email:</b>	kellie.weilbrenner@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Attn: Elaine Ziff, Esq.		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	070600/38		
<b>NAME OF SUBMITTER:</b>	Elaine D. Ziff		
<b>Signature:</b>	/eziff/		
<b>Date:</b>	09/21/2010		

CH \$40.00 3080472

**Total Attachments: 5**

source=ECI - Acsellerate First Lien TSA (compiled)#page1.tif

source=ECI - Acsellerate First Lien TSA (compiled)#page2.tif

source=ECI - Acsellerate First Lien TSA (compiled)#page3.tif

source=ECI - Acsellerate First Lien TSA (compiled)#page4.tif

source=ECI - Acsellerate First Lien TSA (compiled)#page5.tif

TRADEMARK SECURITY AGREEMENT dated as of September 15, 2010 (this "*Agreement*"), made by eCommerce Industries, Inc., a Delaware corporation located at 4400 Alliance Gateway Freeway #154, Fort Worth, TX 76177 (as provided herein, the "*Grantor*"), in favor of Silver Point Finance, LLC, a Delaware limited liability company located at 2 Greenwich Plaza, Greenwich, CT 06830, as Collateral Agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the First-Lien Pledge and Security Agreement dated as of April 6, 2007 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), made by Grantor, ECI Acquisition Holdings, Inc., a Delaware corporation ("*Holdings*"), and certain subsidiaries of Grantor as Guarantors, and in favor of the Collateral Agent; (b) the First-Lien Credit and Guarantee Agreement dated as of April 6, 2007 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Grantor, Holdings, certain subsidiaries of Grantor as Guarantors, various Lenders (as defined therein), and Silver Point Finance, LLC, as Administrative Agent, Collateral Agent and Lead Arranger; and (c) the Asset Purchase Agreement, dated as of September 15, 2010 (the "*Purchase Agreement*"), by and among Grantor, Acsellerate Holdings, LLC, a Delaware limited liability company ("*Acsellerate*"), Stephen Sabatini, a Virginia resident, and Jennifer Johnson, a North Carolina resident.

Pursuant to the Security Agreement, Grantor has granted the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all Intellectual Property owned by Grantor. Pursuant to the Purchase Agreement, Grantor is acquiring certain assets of Acsellerate, including the trademark listed on Schedule I hereto. Under the Security Agreement, Grantor is required with respect to Intellectual Property to take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted thereunder with any Intellectual Property registry in which said Intellectual Property is registered or in which an application for registration is pending. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.2 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Borrower Obligations, including the Guarantees, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of the Grantor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

- (i) all United States, state and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State

thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule I (as such schedule may be amended or supplemented from time to time), and all rights corresponding thereto throughout the world;

(ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;

(iii) all extensions and renewals of the foregoing;

(iv) the right to sue for past, present and future infringement, misappropriation, or other violation of any of the foregoing or for any injury to goodwill; and all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit.

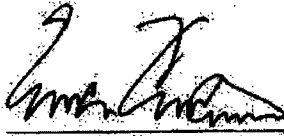
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

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

eCOMMERCE INDUSTRIES, INC.,  
as Grantor

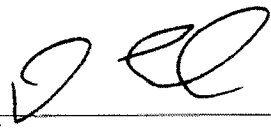
By:



Name: GORDON P. KUSHNER

Title: VP & GENERAL COUNSEL / SECRETARY

**SILVER POINT FINANCE, LLC,**  
as Collateral Agent

By:   
Name: **Frederick H. Fogel**  
Title: **Authorized Signatory**

Schedule I

Trademark Registrations

<b><u>Mark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Registration or Serial Number</u></b>
ACSELLERATE	United States	3,080,472