

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):  
Karmalooq, Inc.  
Karmalooq Boston, LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Delaware  
 Other LLC - State: MASSACHUSETTS

Citizenship (see guidelines) \_\_\_\_\_  
 Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)  Yes  
 Additional names, addresses, or citizenship attached?  No

Name: RBS Citizens, N.A.  
 Internal \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street Address: 28 State Street  
 City: Boston  
 State: MA  
 Country: USA Zip: 02109

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :  
 Execution Date(s) 11-22-10

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

4. Application number(s) or registration number(s) and identification of the Trademark.  
 A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See Attached Exhibit A.

5. Name & address of party to whom correspondence concerning document should be mailed:  
 Name: MATTHEW H. PAPPAS, ESQ.  
 Internal Address: CUMSKY & LEVIN LLP  
 Street Address: 6 UNIVERSITY ROAD  
 City: CAMBRIDGE  
 State: MA Zip: 02138  
 Phone Number: 617-492-9700  
 Fax Number: 617-492-9020  
 Email Address: MPAPPAS@CUMSKYLEVIN.COM

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290

Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:  
Attached Credit Card Payment Form  
 Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

9. Signature: [Signature] 11/23/2010  
 Signature Date  
MATTHEW H. PAPPAS  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
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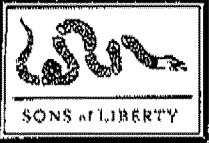
700450961

OP \$290.00 8501930

**EXHIBIT A – Trademark Filing Application**

<b>Mark</b>	<b>Reg. No.</b>	<b>Date of Reg.</b>	<b>Goods/Services</b>
KARMALoop	3408653	04/08/2008	Class 35 - On-line retail store services featuring apparel, footwear, watches, wallets, hats, messenger bags, handbags, tote bags, backpacks, bandanas, underwear, belts, printed matter, toys, flash memory devices, jewelry, sunglasses, and accessories; Retail store services featuring apparel, footwear, watches, wallets, hats, messenger bags, handbags, tote bags, backpacks, bandanas, underwear, belts, printed matter, toys, flash memory devices, jewelry, sunglasses, and accessories
SONS OF LIBERTY	3402431	03/25/2008	Class 25 - Clothing, namely, tee shirts, shirts, sweaters, jeans, jackets, coats, skirts, dresses, sweat shirts, hats, swimwear and socks
GLOBALoop	85019301	04/21/2010	Class 41 - Entertainment services in the nature of live-action television series in the fields of popular culture, entertainment, fashion, culture, and music; Entertainment services in the nature of live-action television series featuring information about popular culture, entertainment, fashion, culture, music, charitable causes, and animals; Production of live-action television series; Production of live-action television series featuring information about popular culture, entertainment, fashion, culture, music, charitable causes, animals, and topics of general interest; Entertainment services, namely, an on-line non-downloadable series of programs, webisodes, video clips, segments, and interstitials about popular

			<p>culture, entertainment, fashion, culture, music, charitable causes, and animals; Providing a website featuring information about popular culture, entertainment, culture, and music</p> <p>Class 45 – Providing a website featuring information about fashion</p>
KARMALoop TV	85017905	04/20/2010	<p>Class 38 - Television broadcasting; Cable television broadcasting; Satellite television broadcasting; Streaming of multimedia material via a computer network; Video on demand transmission services</p> <p>Class 41 - Entertainment services, namely, an on-line nondownloadable series of programs, webisodes, video clips, segments, and interstitials featuring information about popular culture, entertainment, fashion, culture, music, and topics of general interest; Production and distribution of television programs; Production and distribution of cable television programs; Entertainment services in the nature of television programming; Production of multimedia content for online distribution; Entertainment services, namely, the production and distribution of webisodes, multimedia content, videos, segments, and interstitials; Providing a website featuring information about popular culture, entertainment, culture, and music.</p>
KLOTHING LIBERATION PROJECT	77432462	03/26/2008	Class 25 - Clothing, namely, shirts, t-shirts, sweat shirts; footwear; headwear; hats; caps
KLP	77432454	03/26/2008	Class 25 - Clothing, namely, shirts, t-shirts, sweat shirts;

			footwear; headwear; hats; caps
SONS OF LIBERTY	77438308	04/02/2008	Class 25 - Clothing, namely, shirts, t-shirts, sweat shirts, pants, sweat pants, track pants, jackets, track jackets, belts, underwear, headwear, caps, hats, shorts
SONS OF LIBERTY (plus design) 	77438490	04/02/2008	Class 25 - Clothing, namely, shirts, t-shirts, sweat shirts, pants, sweat pants, track pants, jackets, track jackets, belts, underwear, headwear, caps, hats, shorts
THE DAILY LOOP	85018739	04/20/2010	Class 41 - Entertainment services in the nature of live-action television series in the fields of popular culture, entertainment, fashion, culture, and music; Entertainment services in the nature of live-action television series featuring information about popular culture, entertainment, fashion, culture, and music; Production of live-action television series; Production of live-action television series featuring information about popular culture, entertainment, fashion, culture, music, and topics of general interest; Entertainment services, namely, an on-line nondownloadable series of programs, webisodes, video clips, segments, and interstitials about popular culture, entertainment, fashion, culture, music, and topics of general interest; Providing a website featuring information about popular culture, entertainment, culture, and music  Class 45 - Providing a website featuring information about fashion.
THE KELLY SHOW	85019540	04/21/2010	Class 41 - Entertainment services in the nature of live-action television series in the

			<p>fields of popular culture, entertainment, fashion, culture, and music;  Entertainment services in the nature of live-action television series featuring information about popular culture, entertainment, fashion, culture, and music;  Production of live-action television series: Production of live-action television series featuring information about popular culture, entertainment, fashion, culture, music, and topics of general interest;  Entertainment services, namely, an on-line nondownloadable series of programs, webisodes, video clips, segments, and interstitials about popular culture, entertainment, fashion, culture, music, and topics of general interest;  Providing a website featuring information about popular culture, entertainment, culture, and music</p> <p>Class 45 - Providing a website featuring information about fashion.</p>
PLNDR	85019075	04/16/2010	<p>Class 35 - On-line retail store services featuring clothing, footwear, belts, hats, bags, eyewear, accessories, gift items, jewelry, wallets, toys, and general merchandise</p>

**SECURITY AGREEMENT  
(TRADEMARKS)**

**THIS SECURITY AGREEMENT** (this "**Agreement**"), dated as of November **22**, 2010 is entered into by and among **KARMALoop, INC.** ("**KarmalooP**"), a Delaware corporation with a principal place of business at 334 Boylston Street, Boston, Massachusetts 02116, and **KARMALoop BOSTON, LLC**, a Massachusetts limited liability company with a principal place of business at 334 Boylston Street, Boston, Massachusetts 02116 ("**KarmalooP Boston**" and collectively with KarmalooP, the "**Debtor**") and **RBS CITIZENS, NATIONAL ASSOCIATION**, a national banking association with a principal place of business at 28 State Street, Boston, Massachusetts 02109, Attention: Marc J. Lubelczyk, Senior Vice President (together with its successors and assigns, the "**Secured Party**").

**WHEREAS**, the Debtor has requested that the Secured Party extend a Three Million Dollar (\$3,000,000.00) demand revolving line of credit facility to the Debtor and, subject to the terms and conditions of this Agreement and a certain Loan and Security Agreement between Debtor and Secured Party of even date herewith (as the same may be amended, modified, extended or replaced from time to time, the "**Loan and Security Agreement**"), the Secured Party has agreed to extend such credit facility; and

**WHEREAS**, the Debtor and the Secured Party desire to execute a supplemental security agreement to be filed with the PTO (defined below);

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor and the Secured Party hereby agree as follows:

**SECTION 1. Definitions; Interpretation.**

(a) **Terms Defined in the Loan and Security Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan and Security Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"**Collateral**" has the meaning set forth in Section 2 below.

"**Obligations**" has the meaning set forth in the Loan and Security Agreement.

"**PTO**" means the United States Patent and Trademark Office.

"**UCC**" means the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein or in the Loan and Security Agreement, terms used in this Agreement shall have the meanings assigned to them in the UCC.

The parties hereto agree that each and every covenant and/or obligation hereunder of the Debtor (whether it refers to the Debtor in the plural or the singular) shall be deemed to be the covenant and/or obligation, as the case may be, of each Debtor which comprise, collectively, the Debtor. By way of example, (1) representations and warranties of the Debtor, or any of them, shall be deemed to be

representations and warranties of each of the entities comprising collectively the Debtor, and (2) an affirmative or negative covenant of the Debtor, or any of them, shall be deemed to be a covenant or negative covenant of each of the entities comprising, collectively, the Debtor. The term the "Debtor" shall mean any and all of the parties comprising any Debtor.

## **SECTION 2. Security Interest.**

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, the Debtor hereby grants to the Secured Party a security interest in and mortgage to, all of Debtor's right, title and interest in and to the Collateral, as defined below.

For purposes of this Agreement, the term "Collateral" shall mean all the Debtor's present and future right, title and interest in and to the following property, whether such property be now or hereafter received by or belonging or owing to the Debtor:

- (i) The trademarks described on Schedule A attached hereto, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
- (ii) All goodwill (including the entire goodwill of or associated with the businesses now or hereafter conducted by the Debtor connected with and symbolized by any of the Collateral described in the subparagraph (i) of this Section 2(a)), trade secrets, records, files, computer programs, and software and data, customer lists, ledger sheets, trade names, trade secrets, and copyrights;
- (iii) All general intangibles relating in any way to items (i) and (ii) above; and
- (iv) All proceeds of the Collateral of every kind and nature and in whatever form.

(b) **Continuing Security Interest.** The Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11 of this Agreement.

**SECTION 3. Supplement to Loan and Security Agreement.** This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Loan and Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are in addition to those set forth in the Loan and Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

**SECTION 4. Representations and Warranties.** The Debtor represents and warrants to the Secured Party that a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in **Schedule A** attached hereto. Further, the Debtor represents and warrants to the Secured Party that, (a) except for the security interest granted to the Secured Party, the Debtor is the owner of all Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counterclaims of whatsoever kind or nature and has made and will make while the Obligations are outstanding no assignment, pledge, mortgage, hypothecation or transfer of any Collateral or the proceeds thereof; (b) the execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on Debtor, including any license agreement relating to the Collateral or any part thereof, in any material respect; (c) there are no legal

actions or administrative proceedings pending or, to the Debtor's knowledge, threatened before any court or administrative agency relating to the Collateral, or any part thereof, and (d) the Debtor will defend its title to the Collateral against the claims of all persons whatsoever.

**SECTION 5. Further Acts.** On a continuing basis, the Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Debtor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of the Debtor. In addition, the Debtor authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify the Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

**SECTION 6. Authorization to Supplement.** If the Debtor shall obtain rights to any new trademarks which the Debtor assigns to the Secured Party as security for the Obligations, then the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Secured Party with respect to any expiration of any trademark registrations. Without limiting the Debtor's obligations under this Section 6, the Debtor authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule A attached hereto to include any such new trademarks which are assigned to the Secured Party as security for the Obligations. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all the Collateral, whether or not listed on Schedule A attached hereto.

**SECTION 7. Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtor, the Secured Party and their respective successors and assigns. The Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder.

**SECTION 8. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the law of The Commonwealth of Massachusetts, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than The Commonwealth of Massachusetts.

**SECTION 9. Amendment.** Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties hereto. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement Schedule A hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan and Security Agreement, the provision giving the Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan and Security Agreement.



**SECTION 10. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

**SECTION 11. Termination.** Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Secured Party (at the Debtor's expense) shall promptly execute and deliver to the Debtor such documents and instruments reasonably requested by the Debtor as shall be necessary to evidence termination of all such security interests given by the Debtor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the PTO.

**SECTION 12. Severability.** If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

**SECTION 13. Joint and Several.** The obligations, covenants, representations and warranties of the Debtor under this Agreement shall be joint and several obligations.

[This Page Ends Here -- Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Security Agreement (Trademarks) to be duly executed and delivered by the proper and duly authorized officers as of the date and year first above written.

SECURED PARTY:

RBS CITIZENS, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Marc J. Lubeclzyk, Senior Vice President

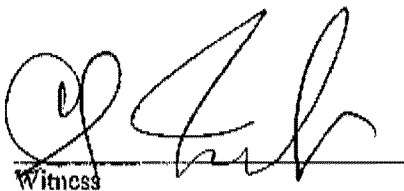
DEBTOR:

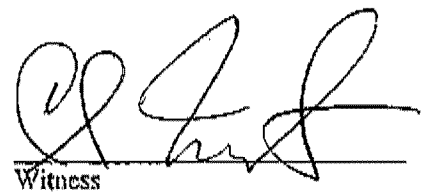
KARMALOOP, INC.

By: \_\_\_\_\_  
Gregory Selkoc, President

KARMALOOP BOSTON, LLC

By: \_\_\_\_\_  
Gregory Selkoc, its Managing Member

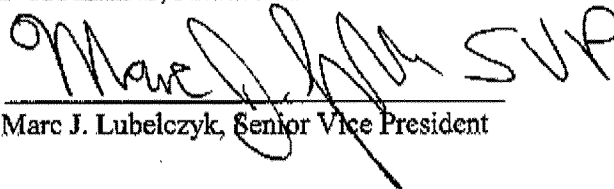
  
Witness

  
Witness

**IN WITNESS WHEREOF**, the parties have caused this Security Agreement (Trademarks) to be duly executed and delivered by the proper and duly authorized officers as of the date and year first above written.

SECURED PARTY:

**RBS CITIZENS, NATIONAL ASSOCIATION**

By:   
Marc J. Lubelczyk, Senior Vice President

DEBTOR:

**KARMALoop, INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Gregory Selkoe, President

**KARMALoop BOSTON, LLC**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Gregory Selkoe, its Managing Member

SCHEDULE ATrademark Registrations and Applications

Mark	Jurisdiction	Reg. No.	Date of Reg.	Status of § 8 (15) Filing	Renewal Date	Goods/Services
KARMALoop	United States of America	3408653	04/08/2008	04/08/2014	04/08/2018	Class 35 - On-line retail store services featuring apparel, footwear, watches, wallets, hats, messenger bags, handbags, tote bags, backpacks, bandanas, underwear, belts, printed matter, toys, flash memory devices, jewelry, sunglasses, and accessories; Retail store services featuring apparel, footwear, watches, wallets, hats, messenger bags, handbags, tote bags, backpacks, bandanas, underwear, belts, printed matter, toys, flash memory devices, jewelry, sunglasses, and accessories
SONS OF LIBERTY	United States of America	3402431	03/25/2008	03/25/2014	03/25/2018	Class 25 - Clothing, namely, tee shirts, shirts, sweaters, jeans, jackets, coats, skirts, dresses, sweat shirts, hats, swimwear and socks
GLOBALoop	United States of America	85019301	04/21/2010	Pending	Pending	Class 41 - Entertainment services in the nature of live-action television series in the fields of popular culture, entertainment, fashion, culture, and music; Entertainment services in the nature of live-action television series featuring information about popular culture, entertainment, fashion, culture, music, charitable causes, and animals; Production of live-action television series; Production of live-action television series

						<p>featuring information about popular culture, entertainment, fashion, culture, music, charitable causes, animals, and topics of general interest; Entertainment services, namely, an on-line non-downloadable series of programs, webisodes, video clips, segments, and interstitials about popular culture, entertainment, fashion, culture, music, charitable causes, and animals; Providing a website featuring information about popular culture, entertainment, culture, and music</p> <p>Class 45 – Providing a website featuring information about fashion</p>
KARMALoop TV	United States of America	85017905	04/20/2010	Pending	Pending	<p>Class 38 - Television broadcasting; Cable television broadcasting; Satellite television broadcasting; Streaming of multimedia material via a computer network; Video on demand transmission services</p> <p>Class 41 - Entertainment services, namely, an on-line nondownloadable series of programs, webisodes, video clips, segments, and interstitials featuring information about popular culture, entertainment, fashion, culture, music, and topics of general interest; Production and distribution of television programs; Production and distribution of cable television programs; Entertainment services in the nature of television programming; Production of multimedia content for online distribution;</p>


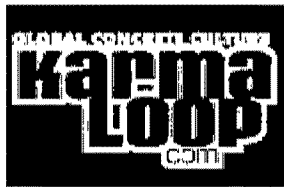
						Entertainment services, namely, the production and distribution of webisodes, multimedia content, videos, segments, and interstitials; Providing a website featuring information about popular culture, entertainment, culture, and music.
KLOTHING LIBERATION PROJECT	United States of America	77432462	03/26/2008	Pending	Pending	Class 25 - Clothing, namely, shirts, t-shirts, sweat shirts; footwear; headwear; hats; caps
KLP	United States of America	77432454	03/26/2008	Pending	Pending	Class 25 - Clothing, namely, shirts, t-shirts, sweat shirts; footwear; headwear; hats; caps
SONS OF LIBERTY	United States of America	77438308	04/02/2008	Pending	Pending	Class 25 - Clothing, namely, shirts, t-shirts, sweat shirts, pants, sweat pants, track pants, jackets, track jackets, belts, underwear, headwear, caps, hats, shorts
SONS OF LIBERTY (plus design)	United States of America	77438490	04/02/2008	Pending	Pending	Class 25 - Clothing, namely, shirts, t-shirts, sweat shirts, pants, sweat pants, track pants, jackets, track jackets, belts, underwear, headwear, caps, hats, shorts
THE DAILY LOOP	United States of America	85018739	04/20/2010	Pending	Pending	Class 41 - Entertainment services in the nature of live-action television series in the fields of popular culture, entertainment, fashion, culture, and music; Entertainment services in the nature of live-action television series featuring information about popular culture, entertainment, fashion, culture, and music; Production of live-action television series; Production of live-action television series featuring information about popular culture, entertainment, fashion, culture, music, and topics of general



						<p>interest; Entertainment services, namely, an on-line nondownloadable series of programs, webisodes, video clips, segments, and interstitials about popular culture, entertainment, fashion, culture, music, and topics of general interest; Providing a website featuring information about popular culture, entertainment, culture, and music</p> <p>Class 45 - Providing a website featuring information about fashion.</p>
THE KELLY SHOW	United States of America	85019540	04/21/2010	Pending	Pending	<p>Class 41 - Entertainment services in the nature of live-action television series in the fields of popular culture, entertainment, fashion, culture, and music; Entertainment services in the nature of live-action television series featuring information about popular culture, entertainment, fashion, culture, and music; Production of live-action television series; Production of live-action television series featuring information about popular culture, entertainment, fashion, culture, music, and topics of general interest; Entertainment services, namely, an on-line nondownloadable series of programs, webisodes, video clips, segments, and interstitials about popular culture, entertainment, fashion, culture, music, and topics of general interest; Providing a website featuring information about popular culture, entertainment, culture, and music</p>

						Class 45 - Providing a website featuring information about fashion.
PLNDR	United States of America	85019075	04/16/2010	Pending	Pending	Class 35 - On-line retail store services featuring clothing, footwear, belts, hats, bags, eyewear, accessories, gift items, jewelry, wallets, toys, and general merchandise



Mark
KARMALoop.COM
KARMALoop.COM (stylized)

KAZBAH
KAZBAH UNDERGROUND BRANDS
THE KARMALoop WIDGET
GLOBAL CONCRETE CULTURE KARMALoop.COM

K SHOP (stylized)
