

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NewZoom, Inc.		09/11/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as administrative agent		
Street Address:	150 East 42nd Street, 40th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	NATIONAL ASSOCIATION: BANK: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2439585	E-STATION	
Registration Number:	4470890	RAZORZONE	
Registration Number:	3639453	Z	
Registration Number:	3685352	ZOOMSHOP	
Registration Number:	4150780	ZOOMSHOP	
Registration Number:	3408208	ZOOMSYSTEMS	
Registration Number:	4309780	ZOOMSHELF	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	212.326.3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	Steven A. Domanowski		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	NEWZOOM		
NAME OF SUBMITTER:	Steven A. Domanowski		
SIGNATURE:	/Steven A. Domanowski/		

CH \$190.00 2439585

DATE SIGNED:	09/24/2015
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Total Attachments: 6

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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of September 11, 2015 (“Agreement”), between NewZoom, Inc., a California corporation (together with its successors and assigns, the “Assignor”), as a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code, and Wells Fargo Bank, N.A., as administrative agent (the “Secured Party”):

RECITALS:

WHEREAS, on September 10 2015 (the “Petition Date”), the Assignor commenced Chapter 11 Case No. 15-31141 (the “Chapter 11 Case”) by filing a voluntary petition for reorganization under the Bankruptcy Code (as defined below) with the United States Bankruptcy Court for the Northern District of California, San Francisco Division (the “Bankruptcy Court”).

WHEREAS, from and after the Petition Date, the Assignor continues to operate its business and manage its property as a debtor and a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

WHEREAS, in connection with the Chapter 11 Case the Assignor has entered into that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), by and among the Assignor, as a debtor and debtor-in-possession in the Chapter 11 Case, MIHI LLC, as lender (the “Lender”) and the Secured Party;

WHEREAS, pursuant to the Financing Orders (as defined in the Credit Agreement) and the Credit Agreement, the Lender has extended Term Loan Commitments to make Term Loans, advances and other extensions of credit to the Assignor;

WHEREAS, in connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of September 11, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the Lender and the Secured Party, pursuant to which the Assignor has granted to the Secured Party a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising;

WHEREAS, pursuant to the Security Agreement, the Assignor is required to execute and deliver this Agreement to the Secured Party, for the benefit of the Secured Party and the Lender.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings given to such terms in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Secured Party a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all products and proceeds of any and all of the foregoing.

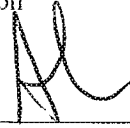
Section 3. Reference to Separate Security Agreement and Financing Orders. This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement and the Financing Orders. The Security Agreement and the Financing Orders (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with their terms. The Assignor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are more

fully set forth in and are subject in all respects to the Financing Orders, the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Pages Follow On Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as

NEWZOOM, INC., as Assignor and as Debtor-In-Possession



By: _____

Name: **ANDREW HINKELMAN**

Title: **CHIEF RESTRUCTURING OFFICER**

Accepted and acknowledged by:

WELLS FARGO BANK, N.A., as
Administrative Agent

By: _____

Name:

Title:

Debtor-in-Possession Collateral Assignment of Trademarks

TRADEMARK
REEL: 005629 FRAME: 0919

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as

NEWZOOM, INC., as Assignor and as Debtor-In-Possession

By: _____
Name:
Title:

Accepted and acknowledged by:

WELLS FARGO BANK, N.A., as
Administrative Agent

By:  _____
Name: **Julius R. Zamora**
Title: **Vice President**

Debtor-in-Possession Collateral Assignment of Trademarks

Schedule A
to Collateral Assignment of
Trademarks

Trademark	Country	Registration No. or Application No.	Application Filing Date or Registration Date
E-Station	U.S.A.	2439585 (S)	03/27/2001
Razorzone	U.S.A.	4470890 (P)	01/21/2014
“Z” Logo	U.S.A.	3639453 (P)	06/16/2009
ZoomShop	U.S.A.	3685352 (P)	09/22/2009
ZoomShop	U.S.A.	4150780 (P)	05/29/2012
ZoomShop	Various	International Registration No. 1062889 USPTO Reference No. A0022467 WIPO Reference No. 812/588365501	12/10/2010
ZoomShops	Various	International Registration No. 1048412 USPTO Reference No. A0020930	08/17/2010 (F)
ZoomSystems	U.S.	3408208 (P)	04/08/2008
ZoomSystems	Louisiana	Book No. 60-4452	12/15/2008
ZoomSystems	Various	International Registration No. 1050100 USPTO Reference No. A0020928 WIPO Reference No. 812/585838401	08/17/2010 (F)
ZOOMSHELF	U.S.A.	4309780 (P)	03/26/2013