TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advantage Sales & Marketing LLC		12/17/2010	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3271825	ADVANTAGE SALES & MARKETING
Registration Number:	3279484	CAMPAIGNERS
Registration Number:	3578434	CAMPAIGNERS
Registration Number:	3376780	HOMEMADE
Serial Number:	76659513	HOMEMADE MAGAZINE
Registration Number:	3358769	IN INTEGRATED
Registration Number:	2738332	IN INTEGRATED
Registration Number:	2963835	MARKETRATION
Registration Number:	3107887	PROMOPOINT MARKETING
Registration Number:	3653406	SMARTEAM
Serial Number:	77003617	SPEED TO INSIGHT
Serial Number:	77003640	SPEED TO INSIGHT
Serial Number:	77003643	SPEED TO INSIGHT
Registration Number:	3131161	TFI

OP $565.00 3271825

Registration Number:	3217634	TFI.
Registration Number:	3211350	TFI.
Registration Number:	3069196	THRILLING AMERICAN GRILLING & TAILGATING
Registration Number:	2808755	TRY-FOODS
Registration Number:	2844800	TRY-FOODS
Registration Number:	2031624	TRY-FOODS INTERNATIONAL
Registration Number:	3102737	VIVIENDO
Registration Number:	3500161	YOUR CAUSE IS OUR CAUSE

CORRESPONDENCE DATA

Fax Number: (800)494-7512

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-370-4761

Email: ecallahan@nationalcorp.com

Correspondent Name: Elspeth Callahan

Address Line 1: 1100 G St NW Suite 420

Address Line 2: National Corporate Research

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F130896
NAME OF SUBMITTER:	Courtney J. Mitchell
Signature:	/Courtney J. Mitchell/
Date:	12/17/2010

Total Attachments: 8

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EXECUTION VERSION

Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of December 17, 2010, by ADVANTAGE SALES & MARKETING LLC, a California limited liability company (the "Pledgor"), in favor of CREDIT SUISSE AG, in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien and mortgage on and security interest in all of the right, title and interest of the Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time:

(a) any and all Trademarks of the Pledgor, including those listed on Schedule I attached hereto, together with any and all goodwill of Pledgor's business connected with the use of and/or symbolized by the foregoing; and

(b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in

TRADEMARK
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the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise reasonably determine with the consent of the Pledgor, which consent shall not be unreasonably delayed or withheld.

SECTION 4. Termination/Release. As and when the Lien arising under the Security Agreement with respect to any Trademark is terminated or released in accordance with Section 11.4 of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Trademark under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Second Lien Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ADVANTAGE SALES & MARKETING LLC

By: _____
Name: Sonny King
Title: Chief Executive Officer

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ADVANTAGE SALES & MARKETING LLC

By: _____
Name:
Title:

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: ROBERT HETU
Title: MANAGING DIRECTOR

By: _____
Name: KEVIN BUDDHDEW
Title: ASSOCIATE

Signature Page to First Lien Trademark Security Agreement

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	*Owner*	*Serial No./Date* *Reg. No./Date*
ADVANTAGE SALES AND MARKETING®	Advantage Sales & Marketing LLC	78/801507 1(a) filed 01/ 27/ 06 3271825 07/31/07
campaigners ®	Advantage Sales & Marketing LLC	78781289 ®3279484 08/14/07
CAMPAI GNERS ® (words only)	Advantage Sales & Marketing LLC	77140673 ®3578434 2/24/09
HOMEMADE ®	Advantage Sales & Marketing LLC	76/671926 1/29/07 3376780 02/05/08
HOMEMADE MAGAZINE™	Advantage Sales & Marketing LLC	76/659513 5/30/06
in INTEGRATED	Advantage Sales & Marketing LLC	77/140677 3/26/01 3358769 12/25/07
IN INTEGRATED ®	Advantage Sales & Marketing LLC	® 2738332 07/15/03
MARKETRATION ® (Word only not stylized logo)	Advantage Sales & Marketing LLC	® 2963835 06 28 05

Trademark	*Owner*	*Serial No./Date* *Reg. No./Date*
PROMOPOINT MARKETING ® (Word only not stylized logo)	Advantage Sales & Marketing LLC	® 3107887 06/20/06
SMARTEAM®	Advantage Sales & Marketing LLC	®3653406 07/14/09
SPEED TO INSIGHT™	Advantage Sales & Marketing LLC	77/003617 09 20 06
SPEED TO INSIGHT™	Advantage Sales & Marketing LLC	77/003640 09 20 06
SPEED TO INSIGHT™	Advantage Sales & Marketing LLC	77/003643 09 20 06
TFI ®	Advantage Sales & Marketing LLC	® 3131161 08 15 06
TFI and Design ®	Advantage Sales & Marketing LLC	78/875048 05 03 06 3217634 03/13/07
TFI and Design ®	Advantage Sales & Marketing LLC	® 3211350 2/20/07
THRILLING AMERICAN GRILLING & TAILGATING and Design ®	Advantage Sales & Marketing LLC	® 3069196 03 14 06
TRY-FOODS ®	Advantage Sales & Marketing LLC	® 2808755 01/27/04
TRY-FOODS ®	Advantage Sales & Marketing LLC	® 2844800 05 25 04
TRY-FOODS INTERNATIONAL ®	Advantage Sales & Marketing LLC	® 2031624 1/21/97
VIVIENDO (Stylized) VIVIENDO ®	Advantage Sales & Marketing LLC	®3102737 06 13 06
YOUR CAUSE IS OUR CAUSE®	Advantage Sales & Marketing LLC	78799037 1/25/06 3500161 09/09/08

Trademark Applications:

None.

Domain Names:

Domain Name	Owner
ACBPREPORTING.COM	Advantage Sales & Marketing LLC
ADVANTAGECKN.COM	Advantage Sales & Marketing LLC
ADVANTAGEMERCHANDISINGSERVICES.COM	Advantage Sales & Marketing LLC
ADVANTAGEMWA.COM	Advantage Sales & Marketing LLC
ASMAGENCY.COM	Advantage Sales & Marketing LLC
ASMARTSIM.COM	Advantage Sales & Marketing LLC
ASMCAMPAIGNERS.COM	Advantage Sales & Marketing LLC
ASMCANADA.COM	Advantage Sales & Marketing LLC
ASMCAREERS.COM	Advantage Sales & Marketing LLC
ASMCO.COM	Advantage Sales & Marketing LLC
ASMCONNECT.COM	Advantage Sales & Marketing LLC
ASMCONNECTS.COM	Advantage Sales & Marketing LLC
ASMFIELDFORCE.COM	Advantage Sales & Marketing LLC
ASMHOMECENTER.COM	Advantage Sales & Marketing LLC
ASMMAC.COM	Advantage Sales & Marketing LLC
ASMNET.COM	Advantage Sales & Marketing LLC
ASMNETTEST.COM	Advantage Sales & Marketing LLC
ASMNETX.COM	Advantage Sales & Marketing LLC
ASMNEWSROOM.COM	Advantage Sales & Marketing LLC
ASMRETAIL.COM	Advantage Sales & Marketing LLC
ASMSC.COM	Advantage Sales & Marketing LLC
BETTERHEALTHEVERYDAY.COM	Advantage Sales & Marketing LLC
BINSALES.COM	Advantage Sales & Marketing LLC
CAMPAIGNERS.COM	Advantage Sales & Marketing LLC
CHANNELCHAMPIONS.COM	Advantage Sales & Marketing LLC
CKN-INC.COM	Advantage Sales & Marketing LLC
DEMORESULTS.COM	Advantage Sales & Marketing LLC
FRESHHEALTHEVERYDAY.COM	Advantage Sales & Marketing LLC
FULFILLMENTXPRESS.COM	Retail Merchandising Xpress LLC
FULFILLMENTXPRESS.NET	Retail Merchandising Xpress LLC
GLOBALMARKETINGSERVICES.ORG	Advantage Sales & Marketing LLC
HOMEMADEMAGAZINE.COM	Advantage Sales & Marketing LLC
HOMEMADEMAGAZINE.NET	Advantage Sales & Marketing LLC
INCALENDAR.NET	Advantage Sales & Marketing LLC
INSTOREOPPORTUNITIES.COM	In-Store Opportunities, LLC
INTEGRATEDMARKETINGSERVICE.COM	Advantage Sales & Marketing LLC

Domain Name	Owner
INTEGRATEDMARKETINGSERVICES.CO M	Advantage Sales & Marketing LLC
ITSINTHEBAGMACCFUND.COM	Advantage Sales & Marketing LLC
KALTYRSSRECRUITING.COM	Advantage Sales & Marketing LLC
KALTYSALIOS.COM	Advantage Sales & Marketing LLC
MARKETINGSLS.COM	Advantage Sales & Marketing LLC
MARKETRATION.COM	Advantage Sales & Marketing LLC
MWACONNECTS.COM	Advantage Sales & Marketing LLC
POPNSELL.COM	Advantage Sales & Marketing LLC
PROMOFACTS.COM	Advantage Sales & Marketing LLC
PROMOPOINTMARKETING.COM	Advantage Sales & Marketing LLC
RMXPRESS.COM	Retail Merchandising Xpress LLC
RMXPRESS.NET	Retail Merchandising Xpress LLC
RSS-INC.COM	Advantage Sales & Marketing LLC
SAVVYSAVERSCLUB.COM	Advantage Sales & Marketing LLC
SAVYSAVERCLUB.COM	Advantage Sales & Marketing LLC
SAVYSAVERSCLUB.COM	Advantage Sales & Marketing LLC
SHOPPEREVENTSCREATIVE.COM	Advantage Sales & Marketing LLC
SIGMARETAIL.COM	Advantage Sales & Marketing LLC
SMARTEAMCONSULTING.COM	Advantage Sales & Marketing LLC
SMARTTEAMCONSULTING.COM	Advantage Sales & Marketing LLC
SPRINGBOARDDIRECT.COM	Advantage Sales & Marketing LLC
SUPERFRIDGE.COM	In-Store Opportunities, LLC
SUPPORTINGOURSCHOOLS.COM	Advantage Sales & Marketing LLC
SUPPORTOURBRANDS.COM	Advantage Sales & Marketing LLC
SWESTBROKERAGE.COM	Advantage Sales & Marketing LLC
TFIMARKETING.COM	Advantage Sales & Marketing LLC