

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																																												
NATURE OF CONVEYANCE:	SECURITY INTEREST																																																												
CONVEYING PARTY DATA																																																													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>D.L. Ryan Companies, LLC</td> <td></td> <td>12/21/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>SolutionSet, Inc.</td> <td></td> <td>12/21/2011</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>SolutionSet LLC</td> <td></td> <td>12/21/2011</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> <tr> <td>HMI Holding Corp.</td> <td></td> <td>12/21/2011</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>SolutionSet Holding Corp.</td> <td></td> <td>12/21/2011</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Haggin-Marketing, Inc.</td> <td></td> <td>12/21/2011</td> <td>CORPORATION: CALIFORNIA</td> </tr> <tr> <td>I-Centrix Services, LLC</td> <td></td> <td>12/21/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Coupons, LLC</td> <td></td> <td>12/21/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Catapult Intergrated Services, LLC</td> <td></td> <td>12/21/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Ryan Next, LLC</td> <td></td> <td>12/21/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>The Retail Zone, LLC</td> <td></td> <td>12/21/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Panavista, LLC</td> <td></td> <td>12/21/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Ryan Partnership, LLC</td> <td></td> <td>12/21/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>RPM Connect, LLC</td> <td></td> <td>12/21/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	D.L. Ryan Companies, LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE	SolutionSet, Inc.		12/21/2011	CORPORATION: DELAWARE	SolutionSet LLC		12/21/2011	LIMITED LIABILITY COMPANY: CALIFORNIA	HMI Holding Corp.		12/21/2011	CORPORATION: DELAWARE	SolutionSet Holding Corp.		12/21/2011	CORPORATION: DELAWARE	Haggin-Marketing, Inc.		12/21/2011	CORPORATION: CALIFORNIA	I-Centrix Services, LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE	Coupons, LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE	Catapult Intergrated Services, LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE	Ryan Next, LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE	The Retail Zone, LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE	Panavista, LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE	Ryan Partnership, LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE	RPM Connect, LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE	CH \$965.00 2625258
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RPM Connect, LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE																																																										
RECEIVING PARTY DATA																																																													
Name:	General Electric Capital Corporation																																																												
Street Address:	11175 Cicero Drive																																																												
Internal Address:	Suite 600																																																												
City:	Alpharetta																																																												
State/Country:	GEORGIA																																																												
Postal Code:	30022																																																												

Entity Type: CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2625258	GETMEMBERS
Registration Number:	2794993	VALUE AMERICA
Registration Number:	3679548	GETSALES
Registration Number:	3128141	BRANDACTIONAL
Registration Number:	3137227	BRANDACTION
Registration Number:	3575713	WE PUT BRANDS TO WORK.
Registration Number:	3862791	SOLUTIONSET
Registration Number:	4006725	SOLUTIONSET
Registration Number:	3424313	ALEXA AMERICAN LIST EXCHANGE ASSOCIATION
Registration Number:	3508070	I-BUNDLE
Registration Number:	3425950	I-CENTRIX
Registration Number:	3293635	I-DELIVER
Registration Number:	3224199	I-IDENTIFY
Registration Number:	3601970	I-QUALITY
Registration Number:	3413710	I-MERGE
Registration Number:	3266960	ACTION BIASED MARKETING
Registration Number:	3664448	CONCEPT CONNECT
Registration Number:	3513827	CONTEMPO
Registration Number:	3891380	MARKETING FOR DIGITAL BEINGS
Registration Number:	3337344	IS YOUR BRAND ACTIVE?
Registration Number:	3804633	NSIGHT CONNECT
Registration Number:	3990472	'NVISTA
Registration Number:	3605540	PANAVISTA
Registration Number:	3410466	PROCREATE
Registration Number:	3652079	RPM CONNECT
Registration Number:	1836347	RYAN DIRECT
Registration Number:	3529104	RYAN ICHANNEL
Registration Number:	2509877	RYAN INTERACTIVE
Registration Number:	1812369	RYAN PARTNERSHIP
Registration Number:	1812370	RYAN PROMOTION AGENCY
Registration Number:	2652532	RYAN RETAIL ZONE

TRADEMARK

REEL: 004686 FRAME: 0271

Registration Number:	2577233	SEE HOW FAR IDEAS CAN TAKE YOU
Registration Number:	3337211	STAGE ACTIVE BRAND MARKETING
Registration Number:	3652078	STOREHOUSE CONNECT
Registration Number:	4022067	ETAILING SOLUTIONS
Serial Number:	85111182	DIGITAL SHOPPER MARKETING
Serial Number:	85278910	PINBALL
Serial Number:	85450422	SOLUTIONSCAN

CORRESPONDENCE DATA

Fax Number: (212)940-8776

Phone: 2129406439

Email: christina.burgess@kattenlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Christina Burgess

Address Line 1: 575 Madison Avenue

Address Line 2: 11th Floor

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Christina Burgess

Signature:

/Christina Burgess/

Date:

12/22/2011

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2011, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 21, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, HMI Holding Corp. and SolutionSet Holding Corp., as the Guarantors, HMI Holdings, LLC, the Lenders and the L/C Issuers party thereto and General Electric Capital Corporation, as administrative agent and collateral agent for the Lenders and L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under

the following Collateral (which shall exclude all Excluded Property, including “intent-to-use: Trademark applications) of such Grantor (the “Trademark Collateral”):

1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, no grant of any security interest or lien shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

D.L. RYAN COMPANIES, LLC
as Grantor

By: 
Name: David L. Ryan
Title: Chairman

SOLUTIONSET, INC.
as Grantor

By: _____
Name: Christopher Averill
Title: Chief Financial Officer

SOLUTIONSET, LLC
as Grantor

By: _____
Name: Christopher Averill
Title: Chief Financial Officer

HMI HOLDING CORP.
as Grantor

By: _____
Name: Anthony Broglio
Title: Vice President

SOLUTIONSET HOLDING CORP.
as Grantor

By: _____
Name: Christopher Averill
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

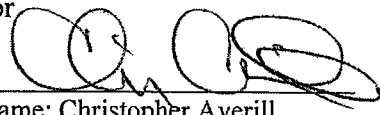
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Very truly yours,

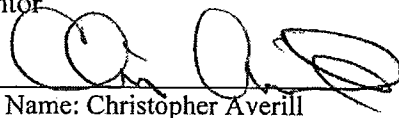
D.L. RYAN COMPANIES, LLC
as Grantor

By: _____
Name: David L. Ryan
Title: Chairman

SOLUTIONSET, INC.
as Grantor

By: 
Name: Christopher Averill
Title: Chief Financial Officer


SOLUTIONSET, LLC
as Grantor

By: 
Name: Christopher Averill
Title: Chief Financial Officer

HMI HOLDING CORP.
as Grantor

By: _____
Name: Anthony Broglio
Title: Vice President

SOLUTIONSET HOLDING CORP.
as Grantor

By: 
Name: Christopher Averill
Title: Chief Financial Officer

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Very truly yours,

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as Grantor

By: _____
Name: David L. Ryan
Title: Chairman


SOLUTIONSET, INC.
as Grantor

By: _____
Name: Christopher Averill
Title: Chief Financial Officer

SOLUTIONSET, LLC
as Grantor

By: _____
Name: Christopher Averill
Title: Chief Financial Officer


HMI HOLDING CORP.
as Grantor

By: 
Name: Anthony Broglio
Title: Vice President

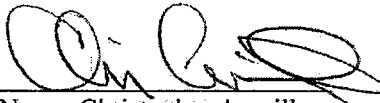
SOLUTIONSET HOLDING CORP.
as Grantor

By: _____
Name: Christopher Averill
Title: Chief Financial Officer

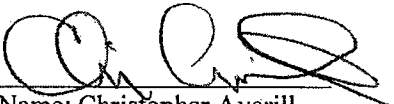
HAGGIN MARKETING, INC.
as Grantor

By: 
Name: Christopher Averill
Title: Chief Financial Officer

I-CENTRIX SERVICES, LLC
as Grantor

By: 
Name: Christopher Averill
Title: Chief Financial Officer

COUPONS, LLC
as Grantor

By: 
Name: Christopher Averill
Title: Chief Financial Officer

CATAPULT INTEGRATED SERVICES, LLC
as Grantor

By: _____
Name: David L. Ryan
Title: Chief Executive Officer

RYAN NEXT, LLC
as Grantor

By: _____
Name: David L. Ryan
Title: Chief Executive Officer

HAGGIN MARKETING, INC.
as Grantor

By: _____
Name: Christopher Averill
Title: Chief Financial Officer

I-CENTRIX SERVICES, LLC
as Grantor

By: _____
Name: Christopher Averill
Title: Chief Financial Officer

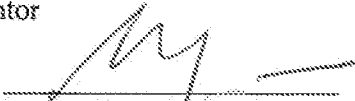
COUPONS, LLC
as Grantor

By: _____
Name: Christopher Averill
Title: Chief Financial Officer

CATAPULT INTEGRATED SERVICES, LLC
as Grantor

By: 
Name: David L. Ryan
Title: Chief Executive Officer

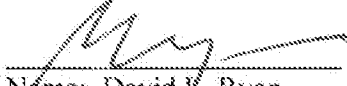
RYAN NEXT, LLC
as Grantor

By: 
Name: David L. Ryan
Title: Chief Executive Officer

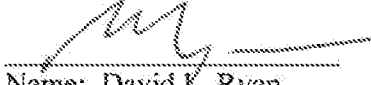
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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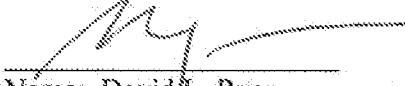
THE RETAIL ZONE, LLC
as Grantor

By: 
Name: David L. Ryan
Title: Chief Executive Officer

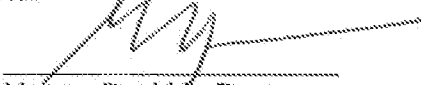
PANAVISTA, LLC
as Grantor

By: 
Name: David L. Ryan
Title: Chief Executive Officer

RYAN PARTNERSHIP, LLC
as Grantor

By: 
Name: David L. Ryan
Title: Chief Executive Officer


RPM CONNECT, LLC
as Grantor

By: 
Name: David L. Ryan
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Lofton D. Spencer
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Country</u>
Coupons, LLC	GETMEMBERS	2,625,258	9/24/2002	U.S.
Coupons, LLC	VALUE AMERICA	2,794,993	12/16/2003	U.S.
Coupons, LLC	GETSALES	3,679,548	9/8/2009	U.S.
Haggin Marketing, Inc.	BRANDACTIONA L	3,128,141	8/8/2006	U.S.
Haggin Marketing, Inc.	BRANDACTION	3,137,227	8/29/2006	U.S.
Haggin Marketing, Inc.	WE PUT BRANDS TO WORK	3,575,713	2/17/2009	U.S.
Haggin Marketing, Inc.	SOLUTIONSET	3,862,791	10/19/2010	U.S.
Haggin Marketing, Inc.	SOLUTIONSET	4,006,725	8/2/2011	U.S.
I-Centrix Services, LLC	ALEXA	3,424,313	5/6/2008	U.S.
I-Centrix Services, LLC	I-BUNDLE	3,508,070	9/30/2008	U.S.
I-Centrix Services, LLC	I-CENTRIX	3,425,950	5/13/2008	U.S.
I-Centrix Services, LLC	I-DELIVER	3,293,635	9/18/2007	U.S.
I-Centrix Services, LLC	I-IDENTIFY	3,224,199	4/3/2007	U.S.
I-Centrix Services, LLC	I-QUALITY	3,601,970	7/4/2009	U.S.
I-Centrix Services, LLC	I-MERGE	3,413,710	4/15/2008	U.S.
D.L. Ryan Companies, LLC	ACTION BIASED MARKETING	3,266,960	7/17/2007	U.S.
D.L. Ryan Companies, LLC	CONCEPT CONNECT	3,664,448	8/4/2009	U.S.
D.L. Ryan Companies, LLC	CONTEMPO	3,513,827	10/7/2008	U.S.
D.L. Ryan Companies, LLC	MARKETING FOR DIGITAL BEINGS	3,891,380	12/14/2010	U.S.

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Country</u>
D.L. Ryan Companies, LLC	IS YOUR BRAND ACTIVE?	3,337,344	11/13/2007	U.S.
D.L. Ryan Companies, LLC	NSIGHT CONNECT	3,804,633	6/15/2010	U.S.
D.L. Ryan Companies, LLC	'NVISTA	3,990,472	7/5/2011	U.S.
D.L. Ryan Companies, LLC	PANAVISTA	3,605,540	4/14/2009	U.S.
D.L. Ryan Companies, LLC	PROCREATE	3,410,466	4/8/2008	U.S.
D.L. Ryan Companies, LLC	RPM CONNECT	3,652,079	7/7/2009	U.S.
D.L. Ryan Companies, LLC	RYAN DIRECT	1,836,347	5/10/1994	U.S.
D.L. Ryan Companies, LLC	RYAN ICHANNEL	3,529,104	11/4/2008	U.S.
D.L. Ryan Companies, LLC	RYAN INTERACTIVE	2,509,877	11/20/2001	U.S.
D.L. Ryan Companies, LLC	RYAN PARTNERSHIP	1,812,369	12/21/1993	U.S.
D.L. Ryan Companies, LLC	RYAN PROMOTION AGENCY	1,812,370	12/21/1993	U.S.
D.L. Ryan Companies, LLC	RYAN RETAIL ZONE	2,652,532	11/20/2001	U.S.
D.L. Ryan Companies, LLC	SEE HOW FAR IDEAS CAN TAKE YOU	2,577,233	6/11/2002	U.S.
D.L. Ryan Companies, LLC	STAGE ACTIVE BRAND MARKETING	3,337,211	11/13/2007	U.S.
D.L. Ryan Companies, LLC	STOREHOUSE CONNECT	3,652,078	7/7/2009	U.S.
D.L. Ryan Companies, LLC	ETAILING SOLUTIONS	4,022,067	9/6/2011	U.S.
D.L. Ryan Companies, LLC	CATAPULT Marketing & Design	6869258	8/14/2010	China
D.L. Ryan Companies, LLC	CATAPULT Marketing & Design	7107899	3/13/2009	European Community
D.L. Ryan Companies, LLC	CATAPULT Marketing & Design	301169343	7/28/2008	Hong Kong

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Country</u>
D.L. Ryan Companies, LLC	CATAPULT MARKETING & Design	5230670	5/15/2009	Japan
D.L. Ryan Companies, LLC	CATAPULT MARKETING & Design	188503	8/3/2009	Korea
D.L. Ryan Companies, LLC	CATAPULT MARKETING & Design	4-2008-009586	12/8/2008	Philippines
D.L. Ryan Companies, LLC	CATAPULT Marketing & Design	T-0809322C	7/15/2008	Singapore
D.L. Ryan Companies, LLC	CATAPULT Marketing & Design	1366608	6/16/2009	Taiwan
D.L. Ryan Companies, LLC	Catapult Marketing & Design	SM43825	8/1/2008	Thailand
D.L. Ryan Companies, LLC	RYAN PARTNERSHIP	972810	7/16/2008	INTL China, European Community, Japan & Singapore
D.L. Ryan Companies, LLC	RYAN PARTNERSHIP	301203812	9/18/2008	Hong Kong
D.L. Ryan Companies, LLC	RYAN RETAIL	6869249	9/7/2010	China
D.L. Ryan Companies, LLC	RYAN RETAIL	7106792	3/13/2009	European Community
D.L. Ryan Companies, LLC	RYAN RETAIL	301168786	7/25/2008	Hong Kong
D.L. Ryan Companies, LLC	RYAN RETAIL	5230671	5/15/2009	Japan
D.L. Ryan Companies, LLC	RYAN RETAIL	T08097841	7/24/2008	Singapore
D.L. Ryan Companies, LLC	SEE HOW FAR IDEAS CAN TAKE YOU	552866	10/14/2001	Canada

2. TRADEMARK APPLICATIONS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Country</u>
D.L. Ryan Companies, LLC	DIGITAL SHOPPER MARKETING	85/111182		U.S.

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Country</u>
D.L. Ryan Companies, LLC	PINBALL	85/278910		U.S.
Haggin Marketing, Inc. (d/b/a/ SolutionSet)	SOLUTIONSCAN	85,450,422		U.S.
D.L. Ryan Companies, LLC	CATAPULT MARKETING & Design	Application Pending		India
D.L. Ryan Companies, LLC	CATAPULT MARKETING & Design	Application Pending		Malaysia

3. IP LICENSES

None.