

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Red Ventures, LLC		02/22/2013	LIMITED LIABILITY COMPANY: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	201 North Tryon Street, Suite 1700		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Ohio Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4167534	RED VENTURES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043533698		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	704 331 5792		
<b>Email:</b>	donna.millard@klgates.com		
<b>Correspondent Name:</b>	Karl S. Sawyer, Jr.		
<b>Address Line 1:</b>	Post Office Box 33144		
<b>Address Line 2:</b>	K&L Gates LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28233		
<b>ATTORNEY DOCKET NUMBER:</b>	2851536.00003FIFTHTHIRDBA		
<b>NAME OF SUBMITTER:</b>	Karl S. Sawyer, Jr.		

OP \$40.00 4167534

Signature:	/ Karl S. Sawyer, Jr. /
Date:	02/22/2013
<b>Total Attachments: 6</b> source=TM Security Agmt Red Ventures to Fifth Third Bank#page1.tif source=TM Security Agmt Red Ventures to Fifth Third Bank#page2.tif source=TM Security Agmt Red Ventures to Fifth Third Bank#page3.tif source=TM Security Agmt Red Ventures to Fifth Third Bank#page4.tif source=TM Security Agmt Red Ventures to Fifth Third Bank#page5.tif source=TM Security Agmt Red Ventures to Fifth Third Bank#page6.tif	

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of February 22, 2013 by and between RED VENTURES, LLC, a North Carolina limited liability company (the "Grantor"), having its chief executive office at 1101 521 Corporate Center Drive, Fort Mill, SC 29707, and FIFTH THIRD BANK, an Ohio banking corporation, as Administrative Agent (the "Administrative Agent"), with offices at 201 N. Tryon Street, Suite 1700, Charlotte, NC 28202 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of February 22, 2013, by and among the Grantor, Red Ventures Holdco, LP, a North Carolina limited partnership (the "Parent"), the Lenders and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Credit Agreement").

This Agreement is executed pursuant to the terms of a Collateral Agreement, dated as of June 10, 2011, by and among the Grantor, the Parent, and certain Subsidiaries (as such term is defined in the Credit Agreement) of the Borrower in favor of the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

RED VENTURES, LLC, as Grantor

By: Mark Brodsky  
Name: Mark Brodsky  
Title: CFO

ACKNOWLEDGMENT

STATE OF South Carolina  
COUNTY OF York

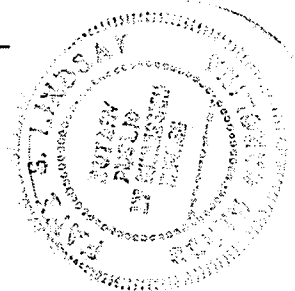
I, Faye G. Lindsay, a Notary Public for said County and State, do hereby certify that Mark Brodsky personally appeared before me this day and stated that he/she is CFO of Red Ventures LLC (the "Company") and acknowledged, on behalf of the Company the due execution of the foregoing instrument.

Witness my hand and official seal, this 19th day of February, 2013.

Faye G. Lindsay  
Notary Public

My commission expires:

October 15, 2019



[Signature Pages Continue]

Agreed and Accepted as of the date first written above.

FIFTH THIRD BANK,  
as Administrative Agent

By: Jennifer Hale Kelly  
Name: Jennifer Hale Kelly  
Title: Vice President

[Trademark Security Agreement - Red Ventures, LLC]

TRADEMARK  
REEL: 004968 FRAME: 0538

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date Allowed</u>
RED VENTURES®	4167534	July 3, 2011

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.