

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S. L. Start and Associates LLC		08/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2852484	ENRICHING PEOPLE'S LIVES	
Registration Number:	2811284	TAILOREDLIFE	
Registration Number:	1782984		
Registration Number:	1795369		
CORRESPONDENCE DATA			
Fax Number:	3125774565		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	214338-119		

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NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	08/26/2013
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 23, 2013 by S. L. START AND ASSOCIATES LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as each term is defined in the Credit Agreement referenced below) (in such capacity, "Grantee").

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Embassy 2, LLC, a Delaware limited liability company (the "Initial Borrower"), the other Borrowers party thereto after execution of the Borrower Joinder Agreement, the Lenders party thereto, and Grantee, as agent, Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), by and among Initial Borrower, Embassy 1, LLC, a Delaware limited liability company, the other Grantors party thereto after execution of the Joinder to Guarantee and Collateral Agreement and Grantee, Grantor has granted to Grantee, for the ratable benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all of such Grantor's Trademarks (as defined in the Guarantee and Collateral Agreement) and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement (or the Credit Agreement, if applicable). In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule A annexed hereto; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.


3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**S. L. START AND ASSOCIATES LLC, a
Delaware limited liability company**

By: 
Name: Mark J FAVU
Its: CEO

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Faraaz Kamran
Title: Managing Director

SCHEDULE A

TRADEMARK REGISTRATIONS

Description of Intellectual Property	Name of Owner	Application or Registration No.	Registration Date	Filing Date
Enriching People's Lives	S. L. Start and Associates LLC	2,852,484	June 15, 2004	April 9, 2002
TailoredLife	S. L. Start and Associates LLC	2,811,284	February 3, 2004	December 7, 2001
Illustration Drawing	S. L. Start and Associates LLC	1,782,984	July 20, 1993	May 1, 1992
Illustration Drawing	S. L. Start and Associates LLC	1,795,369	September 28, 1993	December 11, 1991

TRADEMARK APPLICATIONS

None.