

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
FUEL DIGITAL, LLC		08/14/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	100 Park Avenue, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2851397	FUEL DIGITAL	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F146319		
NAME OF SUBMITTER:	Jacqueline M. Billard		
Signature:	/Jacqueline M. Billard/		

OP \$40.00 2851397

Date:

09/11/2013

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of August 14, 2013 is made by and between Fuel Digital, LLC, a Delaware limited liability company (the "Company"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company and Wells Fargo, among others, are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated as of the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company and the other Borrowers party thereto.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of the Company's business symbolized by the foregoing or connected therewith, and (vi) all of the Company's rights corresponding thereto throughout the world.

2. Security Interest. In order to secure the Obligations, Company hereby confirms and acknowledges that it has granted and created (and to the extent not previously granted under the Credit Agreement, does hereby irrevocably grant and create) a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the

Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks listed on Exhibit A, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate of the Company owns, controls (other than through ownership of the Company), or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Trademarks. If after the date hereof any Affiliate of the Company owns, controls (other than through ownership of the Company), or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Company has good and marketable title to each Trademark listed on Exhibit A (as updated from time to time pursuant to Section 3(a) of this Agreement), free and clear of all Liens except Permitted Liens. Company will not create, incur, assume, or suffer to exist, directly or indirectly, any Lien on or with respect to any Trademark listed on Exhibit A (as updated from time to time pursuant to Section 3(a) of this Agreement), or any income or profits therefrom except for Permitted Liens.

(e) **No Sale.** Except as permitted in accordance with Section 7.4 of the Credit Agreement, until termination of all the commitments of Wells Fargo under the Credit Agreement to provide any further extensions of credit and payment in full of

the Obligations (other than contingent indemnification obligations), the Company will not sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to the Trademarks listed on Exhibit A (as updated from time to time pursuant to Section 3(a) of this Agreement.

(f) **Defense.** In accordance with Section 6.12(g) of the Credit Agreement, Company will, at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** In accordance with Section 6.12(g) of the Credit Agreement, Company will, at its own expense, maintain and preserve the Trademarks that are necessary or useful in the proper conduct of its business, Permitted Dispositions excepted (and except where the failure to so preserve and maintain such Trademarks could not reasonably be expected to result in a Material Adverse Change) including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Wells Fargo's Right to Take Action.** If an Event of Default occurs under Section 9.2(c) of the Credit Agreement as a result of Company's failure to perform or observe any of its covenants or agreements set forth in this Section 3, and such Event of Default is continuing, then immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** In accordance with Section 17.9 of the Credit Agreement, Company shall reimburse Wells Fargo for all Lender Expenses in connection with the exercise of the rights of Wells Fargo under this Agreement.

(j) **Power of Attorney.** In addition to any appointment pursuant to Section 10.5(e) of the Credit Agreement, in order to facilitate Wells Fargo's taking action

under subsection (h) and exercising its rights under Section 5, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after the occurrence and during the continuance of an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Company's Use of the Trademarks. Company shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Remedies. Upon the occurrence and during the continuance of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may enforce the Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

6. Miscellaneous. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's

acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions thereof but including Section 5-1401 of the New York general obligations law. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

7. Satisfaction. Upon full payment or satisfaction of the Obligations (other than contingent indemnification obligations) and termination of the credit facilities extended to the Company by Wells Fargo under the Credit Agreement, this Agreement and the rights granted hereunder to Wells Fargo, shall be terminated and, provided that there are no suits, actions, proceedings or claims pending or threatened against any Indemnified Person under the Credit Agreement with respect to any Indemnified Liabilities, Wells Fargo shall, at Company's expense, release or terminate any filings or other agreements that perfect Wells Fargo's Security Interest in the Trademarks.

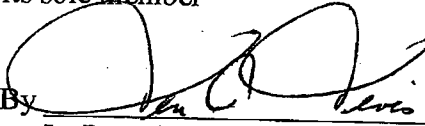
[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Fuel Digital, LLC
c/o coloredge, Inc.
132 West 31st Street
8th Floor
New York, NY 10001

FUEL DIGITAL, LLC

By: coloredge Americas,
its sole member

By 
Its President

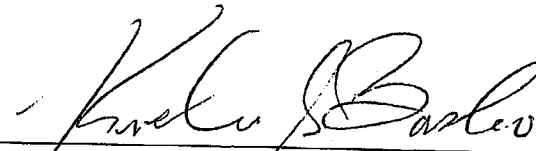
Wells Fargo Bank, National Association

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Its Authorized Signatory

STATE OF New York)
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 12th day of August, 2013, by Terry A. Tevis, the President of coloredge Americas, Inc., a Delaware corporation, on behalf of the corporation.


Notary Public

STATE OF _____)
COUNTY OF _____)

KRISHNA S. BASDEO
NOTARY PUBLIC, State of New York
No. 01BA6041462
Qualified in New York County
Commission Expires May 08, 2014

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____, an Authorized Signatory of Wells Fargo Bank, National Association, on behalf of the national association.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Fuel Digital, LLC
c/o coloredge, Inc.
132 West 31st Street
8th Floor
New York, NY 10001

FUEL DIGITAL, LLC

By: coloredge Americas,
its sole member

By _____
Its President

Wells Fargo Bank, National Association

100 Park Avenue
2nd Floor
New York, NY 10017

WELLS FARGO BANK, NATIONAL ASSOCIATION

By Richard Mantani
Its Authorized Signatory

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of August, 2013, by Terry A. Tevis, the President of coloredge Americas, Inc., a Delaware corporation, on behalf of the corporation.

Notary Public

STATE OF New York)
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 13th day of August, 2013, by Richard Mantani, an Authorized Signatory of Wells Fargo Bank, National Association, on behalf of the national association.




Linda Kurz
Notary Public

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Goods/Services</u>	<u>Registration Date</u>
	2851397	Photographs; photograph croppers; and photographic prints – IC 16. Digital enhancement of photographs; digital restoration and/or enhancement of photographs; electronic digitizing of photographs into a computer readable media; electronic imaging, scanning, digitizing, alteration and/or retouching of photographic images; photographic computer imaging; photographic enlarging, photographic printing; photographic reproduction; and photographic retouching – IC 40.	June 8, 2004

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.