

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Olson + Co., Inc.		12/13/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	U.S. Bank
Street Address:	One U.S. Bank Plaza
Internal Address:	SL-MO-T12M
City:	SAINT LOUIS
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	National Association: MISSOURI

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4010440	CONNECTION IS ALL THAT COUNTS
Registration Number:	3641095	TALLY
Registration Number:	4151391	OLSON BRAND ANTHROPOLOGY
Registration Number:	4203133	THE THINK ROOM
Registration Number:	4084513	BIKY
Registration Number:	4191772	
Registration Number:	3444044	MYTHUM

CORRESPONDENCE DATA

Fax Number: 3142592020
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Email: kahonold@bryancave.com
 Correspondent Name: Benjamin J. Sodey
 Address Line 1: Bryan Cave LLP

CH \$190.00 4010440

Address Line 2: 211 N. Broadway, Suite 3600
Address Line 4: SAINT LOUIS, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0305360
NAME OF SUBMITTER:	Benjamin J. Sodey
Signature:	/Benjamin J. Sodey/
Date:	12/13/2013

Total Attachments: 7

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**GRANT OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of December 13, 2013, is made by **OLSON + CO., INC.**, a Minnesota corporation, and **PULSEPOINT GROUP, LLC**, a Texas limited liability company (each a "Grantor"), in favor of **U.S. BANK NATIONAL ASSOCIATION**, as the Swing Line Lender, the L/C Issuer, a Lender, the Administrative Agent, Sole Lead Arranger and Sole Bookrunner (each as defined in the Loan Agreement listed below) (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Loan Agreement listed below). All references herein to "Grantor" shall refer to each Grantor for itself.

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Loan Agreement, dated as of September 28, 2012 (as the same has been and may be from time to time amended, modified, extended, renewed or restated, the "Loan Agreement"), among the Grantors, the Administrative Agent, and the lenders party thereto (collectively, the "Lenders" and, together with the Administrative Agent, the "Secured Parties"), the Lenders have agreed to make certain financial accommodations to the Borrower (as defined in the Loan Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Amended and Restated Intellectual Property Security Agreement dated as of September 28, 2012 in favor of Administrative Agent (as the same has been and may be from time to time amended, modified, extended, renewed or restated, the "IP Security Agreement"), Administrative Agent may require that each Grantor execute and deliver this Grant Of Security Interest In Intellectual Property;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Loan Agreement, 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 IP Security Agreement.

Section 2. Grant of Security Interest in the Intellectual Property Collateral. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer, a present and continuing first priority security interest in and to such Grantor's entire right, title and interest in, to and under the following property and rights of such Grantor, whether now owned and existing or hereafter created, acquired or arising, in each case, to the extent not constituting Excluded Property (collectively, the "Intellectual Property Collateral"):

- (a) the Copyrights, including, without limitation, those listed on Schedule A hereto;
- (b) the Trademarks, including, without limitation, those listed on Schedule B hereto, including the goodwill of such Grantor's business connected with and symbolized by the Trademarks;
- (c) the Licenses, including, without limitation, those listed on Schedule C hereto;
- (d) the goodwill of such Grantor's business connected with and symbolized by the Trademarks;

(e) any and all claims and causes of action for past, present or future infringement of any of the Intellectual Property Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Intellectual Property Collateral;

(f) any and all amendments, renewals, extensions, reissuances and replacements of any of the Intellectual Property Collateral; and

(g) any and all products and proceeds of any of the foregoing, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b) and (c) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

Section 3. IP Security Agreement. The security interest granted pursuant to this Grant Of Security Interest In Intellectual Property is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the IP 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 Intellectual Property Collateral made and granted hereby are more fully set forth in the IP Security Agreement. In the event of a conflict between the provisions of this Grant Of Security Interest In Intellectual Property and the IP Security Agreement, the IP Security Agreement shall control.

Section 4. Counterparts. This Grant Of Security Interest In Intellectual Property 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 Grant Of Security Interest In Intellectual Property 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.

Signatures Appear on Next Page



SCHEDULE A

Copyrights



None.

SCHEDULE B

A. Registered Trademarks

Owner	Trademark	Reg./Appl. No.	Reg./Appl. Date
Olson + Co., Inc.	Connection Is All That Counts	4,040,440	August 9, 2011
Olson + Co., Inc.	TALLY (U.S.)	3641095	June 16, 2009
Olson + Co., Inc.	TALLY (Mexico)	1231200	August 3, 2011
Olson + Co., Inc.	TALLY (Mexico)	1231201	August 3, 2011
Olson + Co., Inc.	TALLY (Canada)	TMA857093	August 6, 2013
Olson + Co., Inc.	OLSON BRAND ANTHROPOLOGY (U.S.)	4,151,391	May 29, 2012
Olson + Co., Inc.	THE THINK ROOM (U.S.)	4,203,133	September 4, 2012
Olson + Co., Inc.	BIKY (U.S.)	4,084,513	January 10, 2012
Olson + Co., Inc.	 (U.S.)	4,191,772	August 14, 2012
Olson + Co., Inc.	MYTHUM & Design (Canada) 	TMA712,214 / 1,347,312	April 17, 2008 / May 14, 2007

B.

Olson + Co., Inc.	MYTHUM INTERACTIVE & Design (Canada) 	TMA662,395 / 1,171,362	April 10, 2006 / March 14, 2003
Olson + Co., Inc.	MYTHUM AND DESIGN (U.S.) 	3444044 / 77-194420	June 10, 2008 / May 31, 2007

SCHEDULE C

None.