

## 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
	Brandmuscle, Inc.		12/31/2013	CORPORATION: DELAWARE
	Centiv Services Corp.		12/31/2013	CORPORATION: DELAWARE
	Tradeone Marketing, Inc.		12/31/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA				
Name:	East West Bank			
Street Address:	555 Montgomery Street			
City:	San Francisco			
State/Country:	CALIFORNIA			
Postal Code:	94111			
Entity Type:	CORPORATION: CALIFORNIA			
PROPERTY NUMBERS Total: 18				
	Property Type	Number	Word Mark	
	Registration Number:	3969062	BRANDBUILDERDIGITAL	
	Registration Number:	3969061	BRANDBUILDERPRINT	
	Registration Number:	3969060	BRANDBUILDERSERVICES	
	Registration Number:	2958033	BRANDPLANNER	
	Registration Number:	2850684	BRANDBUILDER	
	Registration Number:	2859911	BRANDASSEMBLER	
	Registration Number:	3822821	FSI BUILDER	
	Registration Number:	3510268	THE ONLINE AD DEPARTMENT	
	Registration Number:	3287646	BUILDMYAD	
	Registration Number:	2587620	BRANDMUSCLE	
	Registration Number:	2593907		
	Registration Number:	3408641	TRADEONE	
	Registration Number:	2644179	CENTIV	

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TRADEMARK

Registration Number:	2764940	INSTANT IMPACT
Registration Number:	3720531	DESIGNTRACKER
Registration Number:	3720530	DESIGNTRACKER
Serial Number:	85842010	BRANDMUSCLE
Serial Number:	85841976	BRANDMUSCLE

**CORRESPONDENCE DATA**

Fax Number: 2125549651

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

Phone: 212.613.2071

Email: cclayton@gibbonslaw.com

Correspondent Name: Catherine M. Clayton

Address Line 1: Gibbons P.C.

Address Line 2: One Penn Plaza, 37th Floor

Address Line 4: New York, NEW YORK 10119

**ATTORNEY DOCKET NUMBER:**

111365.85785

**NAME OF SUBMITTER:**

Catherine M. Clayton

**Signature:**

/cmc/

**Date:**

01/17/2014

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

dated as of December 31, 2013

WHEREAS, BRANDMUSCLE, INC., a Delaware corporation, CENTIV SERVICES CORP., a Delaware corporation, and TRADEONE MARKETING, INC., a Texas corporation, (each, a "Grantor", and collectively, the "Grantors"), own the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and are a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, the Grantors, Centiv Holding Company, a Delaware corporation (together with the Grantors, the "Borrowers"), and East West Bank, as administrative agent and collateral agent for itself and the Lenders (as defined in the Credit Agreement) (in such capacity, the "Agent") are parties to a Credit Agreement of even date herewith (as the same maybe amended from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended from time to time, the "Security Agreement"), among Borrowers, as debtors, and Agent, as the secured party referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), each Grantor has granted to Grantee a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all such Grantor's Intellectual Property (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, including without limitation all trademarks and registrations thereof and all trademark licenses, together with the goodwill of the business symbolized by such trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business

connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(ii) each trademark license, including, without limitation, each trademark license listed on Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and

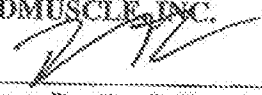
(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any trademark or trademark registration including, without limitation, any trademark or trademark registration referred to in Schedule I annexed hereto, and any trademark licensed under any trademark license listed on Schedule I annexed hereto, or for injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

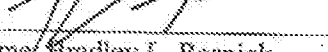
*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

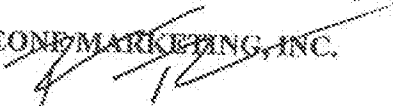
BRANDMUSCLE, INC.

By:   
Name: Bradley L. Resnick  
Title: Vice President and Secretary

CENTIV SERVICES CORP.

By:   
Name: Bradley L. Resnick  
Title: Vice President and Secretary

TRADEONE MARKETING, INC.

By:   
Name: Bradley L. Resnick  
Title: Vice President and Secretary

*{Signature page to Centiv Trademark Security Agreement}*

#2026460

111365-82785

Schedule I  
to  
Trademark Security Agreement  
Dated as of December 31, 2013

U.S. TRADEMARK REGISTRATIONS


<u>Trademark</u>	<u>Registration Number</u>	<u>Owner of Record</u>	<u>Registration Date</u>
BRANDBUILDERDIGITAL	3969062	BrandMuscle, Inc.	May 31, 2011
BRANDBUILDERPRINT	3969061	BrandMuscle, Inc.	May 31, 2011
BRANDBUILDERSERVICES	3969060	BrandMuscle, Inc.	May 31, 2011
BRANDPLANNER	2958033	BrandMuscle, Inc.	May 31, 2005
BRANDBUILDER	2850684	BrandMuscle, Inc.	June 8, 2004
BRANDASSEMBLER	2859911	BrandMuscle, Inc.	July 6, 2004
FSI BUILDER	3822821	BrandMuscle, Inc.	July 20, 2010
THE ONLINE AD DEPARTMENT	3510268	BrandMuscle, Inc.	September 30, 2008
BUILDMYAD	3287646	BrandMuscle, Inc.	September 4, 2007
BRANDMUSCLE	2587620	BrandMuscle, Inc.	July 2, 2002
Brand Man Design	2593907	BrandMuscle, Inc.	July 16, 2002
TradeOne	3408641	TradeOne Marketing, Inc.	April 8, 2008
Centiv	2644179	Centiv Services Corp.	October 29, 2002
Instant Impact	2764940	Centiv Services Corp.	September 16, 2003
Design Tracker	3720531	Centiv Services Corp.	December 8, 2009
Design Tracker Stylized	3720530	Centiv Services Corp.	December 8, 2009

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TRADEMARK LICENSES

none

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>	<u>Owner of Record</u>	<u>Application Date</u>
BRANDMUSCLE 	85842010	BrandMuscle, Inc.	February 6, 2013
BRANDMUSCLE	85841976	BrandMuscle, Inc.	February 6, 2013

FOREIGN TRADEMARK REGISTRATIONS

none

#2026460 v3  
111365-85785