TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advantage Waypoint LLC		02/07/2014	LIMITED LIABILITY COMPANY: DELAWARE
Advantage Sales & Marketing LLC		02/07/2014	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	86014046	AWP BRANDVANTAGE
Serial Number:	85769851	FRESH SPACE
Serial Number:	85770004	TAKING MEDIA TO A WHOLE NEW PLACE
Serial Number:	85779823	FRESH SPACE

OP $115.00 86014046

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 2023704761
Email: ipteam@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:	F148392
NAME OF SUBMITTER:	Karen S. Cottrell
Signature:	/Karen S. Cottrell/
Date:	02/07/2014

Total Attachments: 7
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EXECUTION VERSION

Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of February 7, 2014, (this "Trademark Security Agreement"), by ADVANTAGE SALES & MARKETING LLC, a California limited liability company ("ASM") and ADVANTAGE WAYPOINT LLC, a Delaware limited liability company ("AWP") (ASM and AWP individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, ASM is party to a Second Lien Security Agreement dated as of December 17, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent;

WHEREAS, AWP is a party to the Security Agreement pursuant to a Joinder Agreement dated as of January 9, 2014 between AWP and the Collateral Agent (the "Joinder Agreement");

WHEREAS, pursuant to Section 6.3 of the Security Agreement, ASM is required to execute and deliver this Trademark Security Agreement in respect of certain Intellectual Property Collateral acquired after the date of the Security Agreement;

WHEREAS, pursuant to the Joinder Agreement, AWP is required to execute and deliver this Trademark Security Agreement in respect of certain Intellectual Property Collateral;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien and mortgage on and security interest in all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including but not limited to those listed on Schedule 1 attached hereto, and all goodwill of such Pledgor's business connected with the use of and/or symbolized by any of the foregoing, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof; and

(b) to the extent not covered by clause (a) of this sentence, all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property. For purposes of this Trademark Security Agreement, Excluded Property includes, but is not limited to, any application for registration of a Trademark which was filed in the United States Patent and Trademark Office on the basis of a Pledgor's intent to use such Trademark unless and until a Statement of Use pursuant to 15 USC 1051(d) or an Amendment to Allege use pursuant to 15 USC 1051(c) has been filed, but only to the extent that, and solely during the period in which, a grant of security interest therein would impair the validity or enforceability of such application (or any Trademarks issuing therefrom) under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise reasonably determine with the consent of the Pledgor, which consent shall not be unreasonably delayed or withheld.

SECTION 4. Termination/Release. As and when the Lien arising under the Security Agreement with respect to any Trademark Collateral is terminated or released in

accordance with Section 11.4 of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ADVANTAGE SALES & MARKETING LLC

By: _____
Name: Brian Sturm
Title: Chief Financial Officer

ADVANTAGE WAYPOINT LLC

By: _____
Name:
Title:

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[*Signature Page to Second Lien Trademark Security Agreement*]

TRADEMARK
REEL: 005211 FRAME: 0680

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ADVANTAGE SALES & MARKETING LLC

By: _____
Name:
Title:

ADVANTAGE WAYPOINT LLC

By: _____
Name: Benjamin Moe
Title: CFO

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[*Signature Page to Second Lien Trademark Security Agreement*]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Collateral Agent

By: _____
Name: Michael Spaight
Title: Authorized Signatory

By: _____
Name: Alex Verdone
Title: Authorized Signatory

[*Signature Page to Second Lien Trademark Security Agreement*]

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

None.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
ADVANTAGE WAYPOINT LLC	86014046	AWP BRANDVANTAGE
ADVANTAGE SALES & MARKETING LLC	85769851	FRESH SPACE
ADVANTAGE SALES & MARKETING LLC	85770004	TAKING MEDIA TO A WHOLE NEW PLACE
ADVANTAGE SALES & MARKETING LLC	85779823	FRESH SPACE