

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
CLUB DEMONSTRATION SERVICES, INC.		02/28/2014	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	750 WASHINGTON BLVD		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3943914	CDS	
Registration Number:	1612314	CLUB DEMONSTRATION SERVICES	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-701-8944		
Email:	ptierney@mayerbrown.com, ipdocket@mayerbrown.com, msherlock@mayerbrown.com		
Correspondent Name:	Patrick Tierney		
Address Line 1:	PO Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	12416593		
NAME OF SUBMITTER:	Patrick Tierney		

Signature:	/PT/
Date:	03/06/2014
Total Attachments: 8 source=CDS Trademark Security Agreement#page1.tif source=CDS Trademark Security Agreement#page2.tif source=CDS Trademark Security Agreement#page3.tif source=CDS Trademark Security Agreement#page4.tif source=CDS Trademark Security Agreement#page5.tif source=CDS Trademark Security Agreement#page6.tif source=CDS Trademark Security Agreement#page7.tif source=CDS Trademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2014 (this "Agreement"), is made by CLUB DEMONSTRATION SERVICES, INC., a Connecticut corporation (the "Grantor"), in favor of CITIBANK, N.A., as the administrative agent (together with its successors in such capacity, the "Administrative Agent") for each of the Lender Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of February 28, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without being defined have the meanings provided for in the Credit Agreement), among Daymon Worldwide, Inc. (the "Borrower"), the various lending institutions (individually a "Lender" and collectively the "Lenders") as are, or may from time to time become, parties thereto, the Administrative Agent and certain other agents, the Lenders have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other Persons have executed and delivered a Security Agreement, dated as of February 28, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms its grant to the Administrative Agent, for its benefit and the ratable benefit of each other Lender Party, of a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, internet domain names, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause

(a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto (as such Schedule may be amended or supplemented from time to time);

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto (as such Schedule may be amended or supplemented from time to time);

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) above;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item B of Schedule I attached hereto (as such Schedule may be amended or supplemented from time to time), or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms. In the event that any express provision of this Agreement conflicts with the Security Agreement, then with regard to such conflicting provision the Security Agreement shall control. With respect to the foregoing and the grant of the security interest, the Grantor hereby authorizes the Administrative Agent to authenticate and make filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country), in each case for the purpose of perfecting, confining, continuing, enforcing or protecting the security interest granted by the Grantor, without the signature of the Grantor, and naming the Grantor as debtor and the Administrative Agent as secured party.

SECTION 4. Waivers, etc. The Grantor hereby waives any right, to the extent permitted by applicable Law, to receive prior notice of a judicial or other hearing with respect to any action or prejudgment remedy or proceeding by the Administrative Agent to take possession, exercise control over or dispose of any item of the Trademark Collateral, where such action is

permitted under the terms of this Agreement or the Security Agreement, or by applicable Law, or of the time, place or terms of sale in connection with the exercise of the Administrative Agent's rights hereunder or any other Loan Document. The Grantor waives, to the extent permitted by applicable Law, any bonds, security or sureties required by the Administrative Agent with respect to any of the Trademark Collateral. Without limiting the foregoing, the Grantor agrees that it will not invoke, claim or assert any benefit of applicable Law, or take or attempt to take any action that could reasonably be expected to have the effect of delaying, impeding or preventing the Administrative Agent from exercising any of its rights or remedies with respect to the Trademark Collateral as herein provided or provided in the Security Agreement. The Grantor also consents that the Administrative Agent, in connection with the enforcement of the Administrative Agent's rights and remedies under this Agreement or the Security Agreement after the occurrence and during the continuance of an Event of Default, may enter upon any premises owned by or leased to it without obligations to pay rent or for use and occupancy, through self-help, without judicial process and without having first obtained an order of any court.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

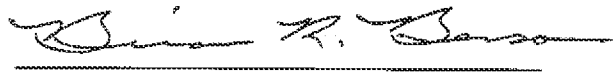
SECTION 6. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via .PDF means shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

CLUB DEMONSTRATION SERVICES, INC.,
as Grantor

By: 
Name: *Brian R. Benson*
Title: *Vice Pres.*

CITIBANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Grantor	Country	Trademark	Registration No.	Registration Date
Club Demonstration Services, Inc.	Australia	CDS	1408426	9/12/11
Club Demonstration Services, Inc.	Korea, Republic of	CDS	41-0233725	06/12/2012
Club Demonstration Services, Inc.	Taiwan	CDS	1500371	01/16/12
Club Demonstration Services, Inc.	USA	CDS	3,943,914	04/12/11
Club Demonstration Services, Inc.	USA	CLUB DEMONSTRATION SERVICES	1,612,314	09/04/1990

Pending Trademark Applications

Grantor	Country	Trademark	Application No.	Application Date
Club Demonstration Services, Inc.	Japan	CDS	2011-009347	02/14/11
Club Demonstration Services, Inc.	USA	CDS	3,943,914	014/12/11

Item B. Trademark Licenses

Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date
NONE					

**CITIBANK, N.A.,
as Administrative Agent**

By: 
Name: William McAndrew
Title: Senior Vice President

**CITIBANK, N.A.,
as Administrative Agent**

By: 
Name: William McAndrew
Title: Senior Vice President