

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
DAYMON WORLDWIDE, INC.		02/28/2014	CORPORATION: DELAWARE

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: 16

Property Type	Number	Word Mark
Registration Number:	4014960	C CALIBER
Registration Number:	3887800	BE HEARD WORLDWIDE
Registration Number:	3887797	BE HEARD WORLDWIDE
Registration Number:	4178127	DAYMON DESIGN
Registration Number:	4051669	DAYMON INTERACTIONS
Registration Number:	3121460	DAYMON WORLDWIDE
Registration Number:	4120921	DAYMON WORLDWIDE
Registration Number:	3773135	TRIPLE POINT
Registration Number:	4427534	COUPON CONCIERGE
Serial Number:	85736480	INTERACTIONS
Serial Number:	85790773	A DWW COMPANY
Serial Number:	85790402	SAS RETAIL SERVICES
Serial Number:	85796685	ENGAGING PEOPLE, DRIVING SALES
Serial Number:	85800032	BE HEARD LOYALTY

CH \$415.00 4014960

Serial Number:	85925705	GALILEO GLOBAL BRANDING GROUP A DWW COMP
Serial Number:	86105963	TRENDBLENDERS

CORRESPONDENCE DATA

Fax Number:

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

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: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2014 (this "Agreement"), is made by DAYMON WORLDWIDE, INC., a Delaware 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"), among the Grantor, as 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 Grantor;

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.

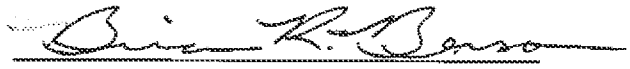
SECTION 6. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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.

DAYMON WORLDWIDE, INC.,
as Grantor

By: 
Name: Brian R. Benson
Title: Treasurer


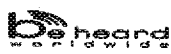
CITIBANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Grantor	Country	Trademark	Registration No.	Registration Date
Daymon Worldwide Inc.	USA		4,014,960	08/23/11
Daymon Worldwide Inc.	USA		3,887,800	12/07/10
Daymon Worldwide Inc.	USA	BE HEARD WORLDWIDE	3,887,797	12/07/10
Daymon Worldwide Inc.	USA	Daymon Design (now Galileo Global Branding Group)	4,178,127	07/24/12
Daymon Worldwide Inc.	USA	Daymon Interactions	4,051,669	11/08/11
Daymon Worldwide Inc.	USA	Daymon Worldwide	3,121,460	07/25/06
Daymon Worldwide Inc.	USA	Daymon Worldwide	4,120,921	04/03/12
Daymon Worldwide Inc.	USA	TRIPLE POINT	3,773,135	04/06/10
Daymon Worldwide Inc.	USA	COUPON CONCIERGE	4,427,534	11/05/2013

Pending Trademark Applications

Grantor	Country	Trademark	Application No.	Application Date
Daymon Worldwide Inc.	USA	INTERACTIONS	85/736,480	09/24/12

Daymon Worldwide Inc.	USA	A DWV COMPANY	85/790773	11/29/12
Daymon Worldwide Inc.	USA	SAS RETAIL SERVICES	85/790402	11/19/12
Daymon Worldwide Inc.	USA	ENGAGING PEOPLE, DRIVING SALES	85/796,685	12/06/2012
Daymon Worldwide Inc.	USA	BE HEARD LOYALTY	85/800,032	12/11/2012
Daymon Worldwide Inc.	USA		85/925,705	05/07/2013
Daymon Worldwide Inc.	USA	TRENDBLE NDERS	86/105,963	10/30/2013

**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