

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299064

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
mGage, LLC		01/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank, National Association		
<b>Street Address:</b>	214 N. Tryon Street, 26th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	National Banking Association: OHIO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3935800	VELTI	
<b>Registration Number:</b>	3880083	VELTI MGAGE	
<b>Serial Number:</b>	85451461	VELTI	
<b>Registration Number:</b>	3943628	A AIR2WEB	
<b>Registration Number:</b>	3934360	AIRCARE	
<b>Registration Number:</b>	3870879	A	
<b>Registration Number:</b>	2585927	AIR2WEB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(212) 455-7016		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Jasmine Kaufman, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	037155/0181		
<b>NAME OF SUBMITTER:</b>	Jasmine Kaufman		

CH \$190.00 3935800

<b>SIGNATURE:</b>	/jk/
<b>DATE SIGNED:</b>	03/24/2014
<b>Total Attachments: 5</b> source=mGage-USBank-TMSI#page1.tif source=mGage-USBank-TMSI#page2.tif source=mGage-USBank-TMSI#page3.tif source=mGage-USBank-TMSI#page4.tif source=mGage-USBank-TMSI#page5.tif	

TRADEMARK SECURITY AGREEMENT, dated as of January 3, 2014 (this "Agreement") among the Grantor party hereto (as "Grantor") and U.S. BANK, NATIONAL ASSOCIATION, as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement, dated as of January 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among GSO MMBU Cayman Holdings LP, the Guarantors from time to time party thereto and the Collateral Agent. Pursuant to the Senior Secured Promissory Note, dated as of January 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Note"), among GSO MMBU Cayman Holdings LP, the Guarantors and the Lenders party thereto, the Lenders have severally agreed to make the Loans to the Borrower subject to the terms and conditions set forth therein. The obligations of the Lenders to make such Loans are conditioned upon, among other things, the execution and delivery of this Agreement. The Guarantors are Subsidiaries of the Borrower, will derive substantial benefits from the Loans made to the Borrower pursuant to the Note and are willing to execute and deliver this Agreement in order to induce the Lenders to make such Loans. Accordingly, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

**SECTION 2. Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Loan Document Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest in, to and under all of the following, whether now owned or at any time hereafter acquired by such Grantor, whether now or hereafter existing (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications therefor in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill and the Trademarks.

**SECTION 3. Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

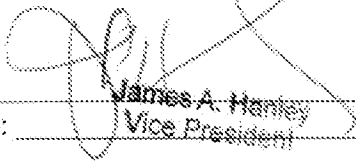
*[Signatures Follow]*

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

**MGAGE, LLC** (f/k/a GSO MMBU ACQUISITION LLC), a Delaware limited liability company, as Guarantor

By: Jay Stahl  
Name: Jay Stahl  
Title: CEO

**U.S. BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By:   
Name: James A. Hanley  
Title: Vice President

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005242 FRAME: 0926**

Schedule I  
to Trademark Security Agreement

Name of Registered Owner	Mark	App/Reg No. Filing Date/Reg Date
mGage, LLC (f/k/a GSO MMBU Acquisition LLC)	VELTI & Design	Reg No. 3935800 Reg Date - Mar 22, 2011
mGage, LLC (f/k/a GSO MMBU Acquisition LLC)	VELTI MGAGE	Reg No. 3880083 Reg Date - Nov 23, 2010
mGage, LLC (f/k/a GSO MMBU Acquisition LLC)	VELTI	App No. 85/451461 Jun. 26, 2012
mGage, LLC (f/k/a GSO MMBU Acquisition LLC)	A and Air2Web (stylized)	Reg No. 3943628 Reg Date - Apr 12, 2011
mGage, LLC (f/k/a GSO MMBU Acquisition LLC)	AirCARE	Reg No. 3934360 Reg Date - Mar 22, 2011
mGage, LLC (f/k/a GSO MMBU Acquisition LLC)	A (stylized)	Reg No. 3870879 Reg Date - Nov 2, 2012
mGage, LLC (f/k/a GSO MMBU Acquisition LLC)	AIR2WEB	Reg No. 2585927 Reg Date - Jun 25, 2012