

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AHEAD, LLC		03/28/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	J.P. MORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL ASSOCIATION: BANK: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3642755	AHEAD	
Registration Number:	3783646	A AHEAD	
Registration Number:	3812035	DO IT BETTER	
Registration Number:	4098886	THINK LOOK PLAN MOVE	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.326.3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	Nathan J. Hoepfner		
Address Line 1:	222 East 41 Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	080461-010082		
NAME OF SUBMITTER:	Nathan J. Hoepfner		
SIGNATURE:	/Nathan J. Hoepfner/		
DATE SIGNED:	04/01/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 28, 2014, is made by Ahead, LLC, an Illinois limited liability company ("Grantor"), in favor of JPMorgan Chase Bank, N.A., ("Lender").

WHEREAS, Grantor owns the Trademarks (as defined in the Collateral Agreement) listed on Schedule 1 annexed hereto and is a party to the Licenses (as defined in the Collateral Agreement) with respect to Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement) among Grantor, the other Loan Parties party thereto and Lender;

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Lender, for and on behalf of the Secured Parties (in such capacity, together with its successors pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of 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:

(a) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each License (as defined in the Collateral Agreement) to which Grantor is a party with respect to any Trademarks; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark listed on Schedule 1 hereto, or licensed by Grantor under any License with respect to any Trademark, or (ii) injury to the goodwill associated with any of the foregoing.

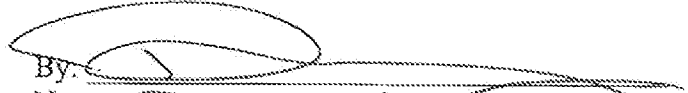
Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature pages follow]

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

AHEAD, LLC, as Grantor

By: 
Name: Damon Adamey
Title: CEO

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005248 FRAME: 0397

ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A., as
Grantee

By: Kelly O'Malley
Name: Kelly O'MALLEY
Title: AUTHORIZED OFFICER

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005248 FRAME: 0398

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Registration Number	Registration Date	Status
AHEAD	US	3,642,755	June 23, 2009	Live
AHEAD w/ logo	US	3,783,646	May 4, 2010	Live
DO IT BETTER	US	3,812,035	June 29, 2010	Live
THINK LOOK PLAN MOVE	US	4,098,886	February 14, 2012	Live

TRADEMARK LICENSES

None