

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Focus Pointe Holdings, Inc.		03/28/2014	CORPORATION: DELAWARE
MarketLab Research, Inc.		03/28/2014	CORPORATION: PENNSYLVANIA
Delve LLC		03/28/2014	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	North Shore Community Bank & Trust Company		
Street Address:	190 South LaSalle Street, 22nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a State Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4244715	FOCUS POINTE GLOBAL	
Registration Number:	4422960	CHEFSTEPS	
Registration Number:	2570429	D DELVE	
Registration Number:	2568344	DELVE	
Serial Number:	86104330	FPG POINTE-OF-VIEW	
Serial Number:	86104322	FPG QUALPANEL	
Serial Number:	86104771	FPG QUALSURVEY	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	211587-2		
		TRADEMARK	

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NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	04/01/2014
Total Attachments: 5 source=11 Trademark Security Agreement#page1.tif source=11 Trademark Security Agreement#page2.tif source=11 Trademark Security Agreement#page3.tif source=11 Trademark Security Agreement#page4.tif source=11 Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 28th day of March, 2014 by FOCUS POINTE HOLDINGS, INC., a Delaware corporation, MARKETLAB RESEARCH, INC., a Pennsylvania corporation, and DELVE LLC, a Missouri limited liability company (each a “**Grantor**” and, collectively, “**Grantors**”), in favor of NORTH SHORE COMMUNITY BANK & TRUST COMPANY, an Illinois state chartered bank (the “**Grantee**”):

WITNESSETH

WHEREAS, Grantors and Grantee, have entered into a certain Loan and Security Agreement dated as of March 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), pursuant to which Grantee has agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantors.

WHEREAS, pursuant to the terms of the Loan Agreement, Grantors have granted to Grantee a security interest and lien upon substantially all assets of Grantors, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Grantors (collectively, the “**Trademarks**”), including registrations and applications therefor, together with the goodwill of the business symbolized by Grantors’ Trademarks, and all products and proceeds thereof, to secure the payment of the Liabilities (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Liabilities, each Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in such Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (i.) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

- (ii.) all products and proceeds of the foregoing, including without limitation, any claim by a Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

4. Transaction Document. This Agreement shall constitute a Loan Document.

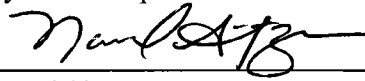
[Signature Pages Follow.]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

FOCUS POINTE HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Noel Sitzmann
Title: Chief Executive Officer

MARKETLAB RESEARCH, INC.,
a Pennsylvania corporation

By: 
Name: Noel Sitzmann
Title: Chief Executive Officer

DELVE LLC, a Missouri limited liability company

By: MarketLab Research, Inc.
Its: Sole Member and Manager

By: 
Name: Noel Sitzmann
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above:

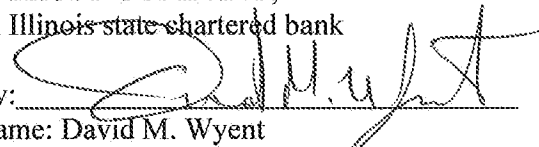
**NORTH SHORE COMMUNITY BANK
& TRUST COMPANY,**

an Illinois state chartered bank

By: _____

Name: David M. Wyent

Title: Managing Director

A handwritten signature in black ink, appearing to read "David M. Wyent", is written over a horizontal line. The signature is fluid and cursive.

[Signature Page to Trademark Security Agreement]

100235971

TRADEMARK
REEL: 005248 FRAME: 0443

Schedule A

United States Federal Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
FOCUS POINTE GLOBAL	85504005	27-DEC-2011	4244715	20-NOV-2012	MARKETLAB RESEARCH, INC.
CHEFSTEPS	85734006	20-SEP-2012	4422960	22-OCT-2013	DELVE LLC
D DELVE	76143107	06-OCT-2000	2570429	14-MAY-2002	DELVE LLC
DELVE	76107147	10-AUG-2000	2568344	07-MAY-2002	DELVE LLC
FPG POINTE-OF-VIEW	86104330	29-OCT-2013	not yet available	not yet available	FOCUS POINTE HOLDINGS, INC.
FPG QAULPANEL	86104322	29-OCT-2013	not yet available	not yet available	FOCUS POINTE HOLDINGS, INC.
FPG QUALSURVEY	86104771	29-OCT-2013	not yet available	not yet available	FOCUS POINTE HOLDINGS, INC.

Trademark Licenses

None.