

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RESOURCE VENTURES, LTD.		03/31/2014	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza, MD 10908F		
Internal Address:	Attention: Structured Finance Group		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4237458	DCP	
Registration Number:	4257173	AMMIRATI	
Serial Number:	86160229	RI RESOURCE	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-467-8800		
Email:	jspiantanida@vorys.com, dharcher@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Tanya Marie Curcio		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-790/1707/RESOURCE		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		
DATE SIGNED:	04/09/2014		
Total Attachments: 5			

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**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT
(Short Form)**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (SHORT FORM) (this "Amendment") is made and entered into as of March 31, 2014 (the "Closing Date"), to be effective at all times after the consummation of the Ammirati Acquisition, by and between **RESOURCE VENTURES, LTD.**, an Ohio limited liability company ("Debtor"), whose principal place of business and mailing address is 343 North Front Street, Columbus, Ohio 43215, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Debtor, Resource Interactive, Ltd., an Ohio limited liability company ("Resource Interactive") and Lender are parties to that certain Credit Agreement dated as of August 5, 2011 (the "Existing Credit Agreement"). In connection with the Existing Credit Agreement, Debtor and Lender entered into a Trademark Security Agreement (Short Form) dated as of August 5, 2011 (the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

B. Debtor, Resource Interactive and Lender have agreed to amend and restate the Existing Credit Agreement by entering into that certain Amended and Restated Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

C. It is a condition precedent to the effectiveness of the Credit Agreement that Debtor enter into this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. Amendments to Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Debtor hereby expressly intends that this Amendment shall not in any manner replace, impair, adversely affect, or extinguish the creation, attachment, perfection or priority of the security interest on the Trademark Collateral granted pursuant to the Trademark Security Agreement. Without limiting the generality of the foregoing, Debtor (a) ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and (b) acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens.

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles that would give effect to the laws of any state other than the State of Ohio).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date, to be effective at all times after the consummation of the Ammirati Acquisition.

RESOURCE VENTURES, LTD.

By: 
Name: Richard A. Smith
Title: Chief Financial Officer

FIFTH THIRD BANK

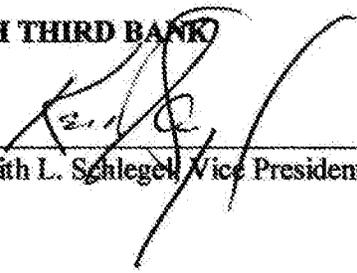
By: _____
Keith L. Schlegel, Vice President

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date, to be effective at all times after the consummation of the Ammirati Acquisition.

RESOURCE VENTURES, LTD.

By: _____
Name: Richard A. Smith
Title: Chief Financial Officer

FIFTH THIRD BANK

By:  _____
Keith L. Schlegel, Vice President

SUPPLEMENT TO SCHEDULE I

TRADEMARKS AND LICENSES

U.S. TRADEMARKS

Mark	Serial No.	Registration No.	Registration Date
RI RESOURCE Stylized 	86160229	N/A	N/A
DCP	85587288	4237458	11/6/2012
AMMIRATI	85604133	4257173	12/11/2012