

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brand Networks, LLC		05/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PineBridge Structured Capital Partners II, L.P., as Collateral Agent		
Street Address:	399 Park Ave., 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4022867	OPTIM.AL	
Registration Number:	4022206	XA.NET	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	11816/010		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	05/20/2014		
Total Attachments: 4			
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TRADEMARK

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, effective as of May 20, 2014, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of PineBridge Structured Capital Partners II, L.P., a Delaware limited partnership (“*Pinebridge*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Purchasers.

WITNESSETH:

WHEREAS, Brand Networks Midco, LLC., a Delaware limited liability company (“*Midco*”), Brand Networks, LLC, a Delaware limited liability company (together with Midco, each an “*Issuer*”, and collectively, the “*Issuers*”), each of Brand Networks Holdings, Inc. a Delaware corporation, Optimal-Brand Holdco, LLC, a Delaware limited liability company AEABN Holding Corporation, a Delaware corporation, and Optimal Holdco, Inc., a Delaware corporation (each as “*Guarantors*”, and, together with the Issuers, the “*Note Parties*”), the Purchasers from time to time party thereto, Pinebridge, as administrative agent for the Purchasers (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and the Collateral Agent, have entered into a Note Purchase Agreement, effective as of May 20, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Note Purchase Agreement*”);

WHEREAS, the Note Parties are party to a Security Agreement effective as of May 20, 2014 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Collateral Agent to enter into the Note Purchase Agreement and to induce the Purchasers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the following Collateral of such Grantor (the “*Trademark Collateral*”):

(a) all of its trademarks and service marks and all licenses providing for the grant by or to such Grantor of any right under any trademark or servicemark, including those referred to on Schedule 1 hereto;

- (b) all renewals of the foregoing;
- (c) all goodwill associated therewith; and

(d) all income, royalties, and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no security interest or Lien on any U.S. trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use or amendment to allege use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office) or any intellectual property if the grant of a Lien on or security interest in such intellectual property is prohibited by law or would result in the abandonment, impairment, cancellation or voiding of any right, title or interest in such intellectual property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed as of the date first written above.

GRANTORS:

BRAND NETWORKS, LLC,

By: **BRAND NETWORKS MIDCO, LLC,** its
managing member

By: _____
Name: Edmund Davis
Title: Vice President, Chief Operating Officer and
Secretary

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Trademark	Application Date	Application Number	Registration Date	Registration Number
OPTIM.AL	App 07-MAR-2011	App 85260334	Reg 06-SEP-2011	Reg 4022867
XA.NET	App 25-JAN-2011	App 85226116	Reg 06-SEP-2011	Reg 4022206

2. TRADEMARK APPLICATIONS

None.