TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305801

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement First Lien
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advantage Sales & Marketing LLC		05/23/2014	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3590447	STOREBOARD
Registration Number:	3572056	EYECURVE
Registration Number:	4170386	STOREBOARDMEDIA

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F149994
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	05/28/2014

Total Attachments: 5

OP $90.00 3590447

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EXECUTION VERSION

First Lien Trademark Security Agreement

First Lien Trademark Security Agreement, dated as of May 23, 2014, by ADVANTAGE SALES & MARKETING LLC, a California limited liability company (the "Pledgor"), in favor of CREDIT SUISSE AG, in its capacity as collateral agent pursuant to the First Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a First Lien Security Agreement dated as of December 17, 2010 (the "Security Agreement") in favor of the Collateral Agent;

WHEREAS, on May 15, 2014 Pledgor notified the Collateral Agent that it has acquired additional Trademark Collateral;

WHEREAS, the parties hereto desire to confirm the security interest of the Collateral Agent, for the benefit of the Secured Parties, in such Trademark Collateral by the execution and delivery of this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien and mortgage on and security interest in all of the right, title and interest of the Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time:

(a) any and all Trademarks of the Pledgor, including those listed on Schedule I attached hereto, together with any and all goodwill of the Pledgor's business connected with the use of and/or symbolized by the foregoing; and

(b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise reasonably determine with the consent of the Pledgor, which consent shall not be unreasonably delayed or withheld.

SECTION 4. Termination/Release. As and when the Lien arising under the Security Agreement with respect to any Trademark is terminated or released in accordance with Section 11.4 of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Trademark under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This First Lien Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ADVANTAGE SALES & MARKETING LLC

By: _____

Name: Lindal Stevens
Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH
as Collateral Agent

By: _____
Name: DOREEN BARR
Title: AUTHORIZED SIGNATORY

By: _____
Name: ALEX VERDONE
Title: AUTHORIZED SIGNATORY

[Signature Page to First Lien Trademark Security Agreement]2

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	*Owner*	*Serial No./Date* *Reg. No./Date*
STOREBOARD	Advantage Sales & Marketing LLC	77505447 6/ 23/ 08 3590447 3/17/09
EYECURVE	Advantage Sales & Marketing LLC	77505477 6/23/08 3572056 2/10/2009
storeboardmedia	Advantage Sales & Marketing LLC	85339553 6/07/11 4170386 7/10/12

Trademark Applications:

None.

Domain Names:

Domain Name	Owner
STOREBOARD.NET	Advantage Sales & Marketing LLC
STOREBOARDS.NET	Advantage Sales & Marketing LLC
STOREBOARDMEDIA.CA	Advantage Sales & Marketing LLC
STOREBOARDMEDIA.COM	Advantage Sales & Marketing LLC
STOREBOARDMEDIA.EU	Advantage Sales & Marketing LLC
STOREBOARDS.CO.UK	Advantage Sales & Marketing LLC
STOREBOARDS.EU	Advantage Sales & Marketing LLC
STOREBOARDS.EU.COM	Advantage Sales & Marketing LLC
STOREBOARDS.US	Advantage Sales & Marketing LLC