

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMPORTS, Inc.		05/19/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Foreign Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2915597	AMPORTS	
Registration Number:	2915596	AMPORTS ABP	
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:	18173/014		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	05/29/2014		
Total Attachments: 4			
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TRADEMARK			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of May 19, 2014 by AMPORTS, Inc. (the "Pledgor"), in favor of Credit Suisse AG, Cayman Islands Branch, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of May 19, 2014 (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, Pledgor is party to that certain Security Agreement dated as of May 19, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement;" capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), made by, among others, the Pledgor, in favor of the Collateral Agent, pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, 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 ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Pledgor listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

For the avoidance of doubt, the Trademark Collateral shall not include, and nothing in this Trademark Security Agreement shall be deemed to grant a lien on or security interest in, any intent-to-use trademark application until such time, if any, as a Statement of Use or an Amendment to Allege Use has been filed and accepted by the U.S. Patent and Trademark Office.

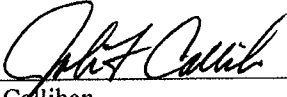
SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower, 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 the Trademarks under this Trademark Security Agreement.

[Signature Page Follows]

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

AMPORTS, INC.

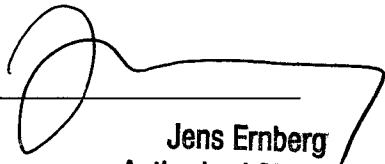
By: 
Name: John Callihan
Title: Chief Financial Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005290 FRAME: 0512

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: _____
Title: **Jens Ernberg**
Authorized Signatory

By: 
Name: _____
Title: **Eric Lee**
Authorized Signatory

Schedule 1

UNITED STATES TRADEMARKS:

Trademark
Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
AMPORTS, INC.	2,915,597	AMPORTS
AMPORTS, INC.	2,915,596	AMPORTS (STYLIZED)