

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307874

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carolina Coupon Clearing, Inc.		01/27/2014	CORPORATION: NORTH CAROLINA
Carolina Logistics Services, L.L.C.		01/27/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Inmar, Inc.		01/27/2014	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3317887	1ST TOUCH ADVANTAGE
Registration Number:	3515660	ALINEA
Registration Number:	1849564	APEX
Registration Number:	2854748	B2BID
Registration Number:	2112233	CHOICE
Registration Number:	4126006	CLS
Registration Number:	3691376	CLS
Registration Number:	3692582	CLS
Registration Number:	3483005	CLS MEDTURN
Registration Number:	3461172	CLS INVOICE-LINK
Registration Number:	3457231	CLS NET-LINK
Registration Number:	4060378	
Registration Number:	2112234	FAIR
Registration Number:	3380840	I-LINK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4048271	INMAR
Registration Number:	3679132	INMAR
Registration Number:	3553112	INMAR
Registration Number:	3722028	INMAR
Registration Number:	3679133	INMAR
Registration Number:	4048272	
Registration Number:	3732663	INVOICE-LINK
Registration Number:	3804222	INVOICE-LINK
Registration Number:	3405518	I-LINK INFORMATION · INTELLIGENCE · INTE
Registration Number:	3735183	NET-LINK
Registration Number:	3800562	NET-LINK
Registration Number:	3608566	ONE TOUCH ADVANTAGE
Registration Number:	3572040	PRISM
Registration Number:	3572041	PRISM
Registration Number:	1983918	PROFILES
Registration Number:	2110728	RETRIEVE
Registration Number:	3554632	RETURNSPRO
Registration Number:	2110727	TRACE

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:	F150338
NAME OF SUBMITTER:	Rick Harrison
SIGNATURE:	/Rick Harrison/
DATE SIGNED:	06/17/2014

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Credit Suisse AG, as Administrative Agent (in such capacity and together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, the Grantors are party to a **Second Lien Security Agreement**, dated as of January 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, capitalized 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

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office ("**USPTO**"), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor and (b) all goodwill connected with the use thereof and symbolized thereby; *provided*, that the Trademark Collateral shall not include any Excluded Assets, and

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(e) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE USPTO RECORD THIS AGREEMENT.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions

reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.


SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, each Grantor has caused this SECOND LIEN TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

CAROLINA COUPON CLEARING, INC.

By: 

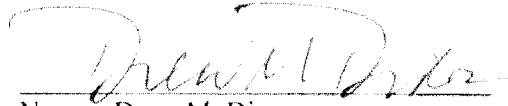
Name: Drew M. Dixon

Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
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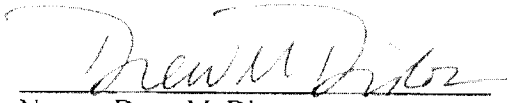
CAROLINA LOGISTICS SERVICES,
L.L.C.

By: 
Name: Drew M. Dixon
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005303 FRAME: 0870

INMAR, INC.

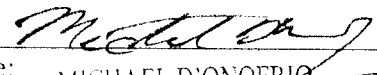
By: 
Name: Drew M. Dixon
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005303 FRAME: 0871

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: 
Name: JUDITH SMITH
Title: AUTHORIZED SIGNATORY

By: 
Name: MICHAEL D'ONOFRIO
Title: AUTHORIZED SIGNATORY

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks			
Trademark Name	Registration Number	Owner	Registration Date
1ST TOUCH ADVANTAGE	3317887	CAROLINA LOGISTICS SERVICES, L.L.C.	23-Oct-07
ALINEA	3515660	CAROLINA LOGISTICS SERVICES, L.L.C.	14-Oct-08
APEX	1849564	CAROLINA LOGISTICS SERVICES, L.L.C.	9-Aug-94
B2BID	2854748	CAROLINA LOGISTICS SERVICES, L.L.C.	15-Jun-04
CHOICE	2112233	CAROLINA LOGISTICS SERVICES, L.L.C.	11-Nov-97
CLS	4126006	CAROLINA LOGISTICS SERVICES, L.L.C.	10-Apr-12
CLS	3691376	CAROLINA LOGISTICS SERVICES, L.L.C.	6-Oct-09
CLS AND DESIGN	3692582	CAROLINA LOGISTICS SERVICES, L.L.C.	6-Oct-09
CLS MEDTURN & DESIGN	3483005	CAROLINA LOGISTICS SERVICES, L.L.C.	12-Aug-08
CLS INVOICE-LINK (STYLIZED)	3461172	CAROLINA LOGISTICS SERVICES, L.L.C.	8-Jul-08
CLS NET-LINK (STYLIZED)	3457231	CAROLINA LOGISTICS SERVICES, L.L.C.	1-Jul-08
DESIGN ONLY	4060378	INMAR, INC.	22-Nov-11
FAIR	2112234	CAROLINA LOGISTICS SERVICES, L.L.C.	11-Nov-97
I-LINK (STYLIZED)	3380840	CAROLINA LOGISTICS SERVICES, L.L.C.	12-Feb-08
INMAR	4048271	INMAR, INC.	1-Nov-2011
INMAR (WORD)	3679132	INMAR, INC.	8-Sep-09
INMAR AND DESIGN	3553112	INMAR, INC.	30-Dec-08
INMAR AND DESIGN (B&W)	3722028	INMAR, INC.	8-Dec-09
INMAR AND DESIGN (COLOR)	3679133	INMAR, INC.	8-Sep-09
INMAR DESIGN LOGO	4048272	INMAR, INC.	1-Nov-11
INVOICE-LINK	3732663	CAROLINA LOGISTICS SERVICES, L.L.C.	29-Dec-09
INVOICE-LINK (STYLIZED)	3804222	CAROLINA LOGISTICS SERVICES, L.L.C.	15-Jun-10
LINK INFORMATION a- INTELLIGENCE a- INTEGRATION & DESIGN	3405518	CAROLINA LOGISTICS SERVICES, L.L.C.	1-Apr-08
NET-LINK	3735183	CAROLINA LOGISTICS	5-Jan-10

		SERVICES, L.L.C.	
NET-LINK (STYLIZED)	3800562	CAROLINA LOGISTICS SERVICES, L.L.C.	8-Jun-10
ONE TOUCH ADVANTAGE	3608566	CAROLINA LOGISTICS SERVICES, L.L.C.	21-Apr-09
PRISM	3572040	CAROLINA COUPON CLEARING, INC.	10-Feb-09
PRISM AND DESIGN	3572041	CAROLINA COUPON CLEARING, INC.	10-Feb-09
PROFILES	1983918	CAROLINA LOGISTICS SERVICES, L.L.C.	2-Jul-96
RETRIEVE	2110728	CAROLINA LOGISTICS SERVICES, L.L.C.	4-Nov-97
RETURNSPRO (STYLIZED)	3554632	CAROLINA LOGISTICS SERVICES, L.L.C.	30-Dec-08
TRACE	2110727	CAROLINA LOGISTICS SERVICES, L.L.C.	4-Nov-97

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