

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NAS, LLC		01/18/2011	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	THE PRIVATEBANK AND TRUST COMPANY		
Street Address:	120 S. LASALLE		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	ILLINOIS STATE BANK: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2793438	BRANDSDIRECT	
Registration Number:	3618171	SMART SAVER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	elizabeth.lester@sutherland.com		
Correspondent Name:	Sutherland Asbill & Brennan LLP		
Address Line 1:	999 Peachtree Street, NE		
Address Line 2:	Suite 2300		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	29150.0017		
NAME OF SUBMITTER:	Elizabeth A. Lester		
SIGNATURE:	/Elizabeth A. Lester/		
DATE SIGNED:	07/10/2014		
Total Attachments: 6			
source=Security_Agreement#page1.tif			
source=Security_Agreement#page2.tif			
source=Security_Agreement#page3.tif			

CH \$65.00 2793438

TRADEMARK

source=Security_Agreement#page4.tif

source=Security_Agreement#page5.tif

source=Security_Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 21, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois banking corporation, as the administrative agent and lead arranger (in such capacity, the "Administrative Agent") for the Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 21, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NAS, LLC, a North Carolina limited liability company, Nationwide Administrative Services, Inc., a North Carolina corporation and Nationwide Marketing Group, LLC, a North Carolina limited liability company as Borrowers, Local Retail Solutions, LLC, and Nationwide Design Center, LLC as guarantors, any other Loan Parties signatory thereto, the institutions from time to time parties thereto as Lenders, and the Administrative Agent, in its capacity as contractual representative for itself and the other Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are required to execute and deliver this Trademark Security Agreement pursuant to the Credit Agreement and the Guaranty and Collateral Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit 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 Obligations of such Grantor, hereby, pledges and hypothecates to the Administrative Agent for the benefit of the Holders of Obligations, and grants to the Administrative Agent for the benefit of the Holders of Obligations a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses (each as defined in the Guaranty and Collateral Agreement) providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, Proceeds (as defined in the Guaranty and Collateral Agreement) and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

Section 3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Term. The term of this Trademark Security Agreement shall extend until the payment in full of the Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) and the termination of the Guaranty and Collateral Agreement.

Section 5. 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 and Trademark Licenses subject to a security interest hereunder.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

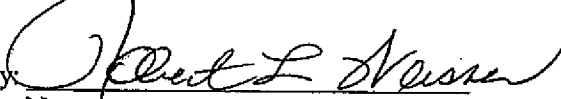
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

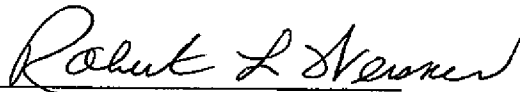
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

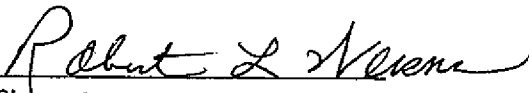
NAS, LLC
as a Borrower

By: 
Name: _____
Title: CEO

NATIONWIDE ADMINISTRATIVE SERVICES,
INC.
as a Borrower

By: 
Name: _____
Title: CEO

NATIONWIDE MARKETING GROUP, LLC
as a Borrower

By: 
Name: _____
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:
THE PRIVATEBANK AND TRUST COMPANY
as Administrative Agent, as a
Lender and as an Issuing Bank

By: _____
Name: Timothy P. Roberts
Title: Associate Managing Director

[Signature Page to Trademark Security Agreement]

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

GRANTORS:

NAS, LLC
as a Borrower

By: _____
Name:
Title:

NATIONWIDE ADMINISTRATIVE SERVICES,
INC.
as a Borrower

By: _____
Name:
Title:

NATIONWIDE MARKETING GROUP, LLC
as a Borrower

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:
THE PRIVATEBANK AND TRUST COMPANY
as Administrative Agent, as a
Lender and as an Issuing Bank

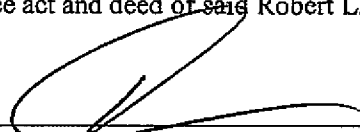
By: Timothy P. Roberts
Name: Timothy P. Roberts
Title: Associate Managing Director

[Signature Page to Trademark Security Agreement]

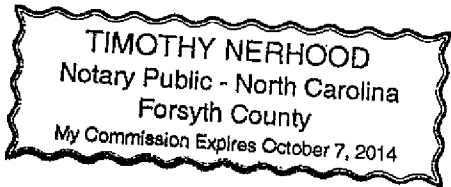
ACKNOWLEDGMENT OF GRANTOR

State of NC)
County of FORSYTH) ss.

On this 18th day of January, 2011 before me personally appeared Robert L. Weisner, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NAS, LLC, Nationwide Administrative Services, Inc. and Nationwide Marketing Group, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said NAS, LLC, Nationwide Administrative Services, Inc. and Nationwide Marketing Group, LLC, that the said instrument was signed on behalf of said corporation or limited liability corporations as authorized by its _____ and that he acknowledged said instrument to be the free act and deed of said Robert L. Weisner.



Notary Public



[Signature Page to Trademark Security Agreement]

SCHEDULE 1

Trademarks

Mark	Status	Owner
REGISTERED MARKS:		
	Registered Reg. No. 2793438	NAS, LLC
 nationwide marketing group APPLIANCES • AUDIO/VIDEO • FURNITURE	Applied for Appl. No. 85091271 Approved for publication by USPTO	Nationwide Marketing Group, LLC
	Registered Reg. No. 3172139	Nationwide Marketing Group, LLC
 HD Network Powered by MemberNet TV	Applied for Appl. No. 77825725	Nationwide Marketing Group, LLC
	Registered Reg. No. 3646725	Nationwide Marketing Group, LLC
	Registered Reg. No. 3618171	NAS, LLC
 Home Entertainment Audio Review	Registered Reg. No. 3057146	Nationwide Marketing Group, LLC