

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM311901

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Second Lien Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		07/25/2014	Bank: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Advantage Sales & Marketing LLC
<b>Street Address:</b>	18100 Von Karman Avenue, Suite 1000
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92612
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>Name:</b>	Advantage Waypoint LLC, a Delaware Limited Liability Company
<b>Street Address:</b>	1351 Prestige Place
<b>City:</b>	Tampa
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33635
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2031624	TRY-FOODS INTERNATIONAL
<b>Registration Number:</b>	2738332	IN INTEGRATED
<b>Registration Number:</b>	3807375	HOMEMADE MAGAZINE
<b>Registration Number:</b>	3376780	HOMEMADE
<b>Registration Number:</b>	3771949	SPEED TO INSIGHT
<b>Registration Number:</b>	3778414	SPEED TO INSIGHT
<b>Registration Number:</b>	3578434	CAMPAIGNERS
<b>Registration Number:</b>	3358769	IN INTEGRATED
<b>Registration Number:</b>	3653406	SMARTEAM
<b>Registration Number:</b>	2808755	TRY-FOODS
<b>Registration Number:</b>	3107887	PROMOPOINT MARKETING
<b>Registration Number:</b>	3500161	YOUR CAUSE IS OUR CAUSE
<b>Registration Number:</b>	3271825	ADVANTAGE SALES & MARKETING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4502647	FRESH SPACE
Registration Number:	4502650	TAKING MEDIA TO A WHOLE NEW PLACE
Registration Number:	4502707	FRESH SPACE
Registration Number:	4546600	AWP BRANDVANTAGE
Registration Number:	3590447	STOREBOARD
Registration Number:	3572056	EYECURVE
Registration Number:	4170386	STOREBOARDMEDIA

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant
<b>SIGNATURE:</b>	/Marina Kelly Thomson Reuters/
<b>DATE SIGNED:</b>	07/25/2014

**Total Attachments: 6**

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source=1 33 ASM - Second Lien Trademark Security Agreement Termination#page2.tif  
source=1 33 ASM - Second Lien Trademark Security Agreement Termination#page3.tif  
source=1 33 ASM - Second Lien Trademark Security Agreement Termination#page4.tif  
source=1 33 ASM - Second Lien Trademark Security Agreement Termination#page5.tif  
source=1 33 ASM - Second Lien Trademark Security Agreement Termination#page6.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Credit Suisse AG, Cayman Islands Branch

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Bank \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) July 25, 2014

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Release of Second Lien Security Agreement

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: Advantage Sales & Marketing LLC

Street Address: 18100 Von Karman Avenue, Suite 1000

City: Irvine

State: CA

Country: USA                              Zip: 92612

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other LLC                              Citizenship USA-CA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)                      Text

See Schedule II

B. Trademark Registration No.(s)

See Schedule II

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY                              Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

20

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera

Signature

July 25, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Advantage Waypoint LLC, a Delaware Limited Liability Company  
1351 Prestige Place  
Tampa, FL 33635  
Citizenship – USA – DE

**RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**THIS RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this “Release”) is made as of July 25, 2014 (the “Effective Date”), by Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the “Agent”), in favor of Advantage Sales & Marketing, LLC (“ASM”) and Advantage Waypoint LLC (“AWP”, and together with ASM, the “Grantors”, and each a “Grantor”).

**WHEREAS**, pursuant to the terms and conditions of (i) that certain Second Lien Trademark Security Agreement between ASM and the Agent dated as of December 17, 2010 (the “Second Lien Trademark Security Agreement”) and (ii) each of the Supplemental Trademark Security Agreements set forth on Schedule I attached hereto, between each of the Grantors party thereto and the Agent (collectively, the “Supplemental Second Lien Trademark Security Agreements”) the Grantors pledged and granted to the Agent a lien on and security interest in all of its right, title and interest in and to certain Trademark Collateral (as identified in the Second Lien Trademark Security Agreement and the Supplemental Second Lien Trademark Security Agreements), including, without limitation, the trademark registrations and applications set forth on Schedule II hereto, along with the goodwill associated therewith (collectively, the “Trademarks”);

**WHEREAS**, the Second Lien Patent Security Agreement was recorded with the Assignment Division of the U.S. Patent & Trademark Office on December 17, 2010, at Reel 004435 and Frame 0969;

**WHEREAS**, each Supplemental Second Lien Trademark Security Agreement was recorded with the Assignment Division of the U.S. Patent & Trademark Office on the respective date set forth on Schedule I attached hereto, at the Reel and Frame listed on Schedule I attached hereto;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates the Second Lien Trademark Security Agreement and each Supplemental Second Lien Trademark Security Agreement, and hereby terminates, cancels, discharges, reassigns and releases any and all liens and security interests it has in and against the Trademark Collateral.

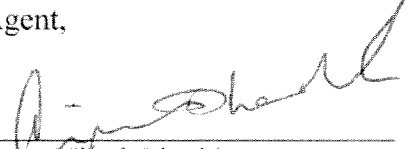
If and to the extent the Agent has acquired any right, title or interest in or to any of the Trademark Collateral, it hereby irrevocably re-assigns and re-transfers all such rights, title and interest to the Grantors.

The Agent shall take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by each Grantor, and at each Grantor’s cost and expense, to more fully and effectively effectuate the purposes of this Release.


**IN WITNESS WHEREOF**, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH  
as Agent,

By:

  
Name: Vipul Dhadda  
Title: Authorized Signatory

By:

  
Name: Sally Reyes  
Title: Authorized Signatory

**SCHEDULE I**

<u>Date of Second Lien Supplemental Trademark Security Agreement</u>	<u>Grantors</u>	<u>Date Recorded with Assignment Division of the U.S. Patent &amp; Trademark Office</u>	<u>Reel</u>	<u>Frame</u>
2/7/2014	Advantage Sales & Marketing LLC and Advantage Waypoint LLC	2/7/2014	005211	0676
5/24/2014	Advantage Sales & Marketing LLC	5/28/2014	005287	0636

## SCHEDULE II

### TRADEMARKS:

#### Release of Reel 4435, Frame 0969

Registered Owner	Mark	Serial No.	Reg. No.
Advantage Sales & Marketing LLC	TRY-FOODS INTERNATIONAL	74696902	2031624
Advantage Sales & Marketing LLC	IN INTEGRATED	76313107	2738332
Advantage Sales & Marketing LLC	HOMEMADE MAGAZINE	76659513	3807375
Advantage Sales & Marketing LLC	HOMEMADE	76671926	3376780
Advantage Sales & Marketing LLC	SPEED TO INSIGHT	77003617	3771949
Advantage Sales & Marketing LLC	SPEED TO INSIGHT	77003640	3778414
Advantage Sales & Marketing LLC	CAMPAIGNERS	77140673	3578434
Advantage Sales & Marketing LLC	IN INTEGRATED	77140677	3358769
Advantage Sales & Marketing LLC	SMARTEAM	77489069	3653406
Advantage Sales & Marketing LLC	TRY-FOODS	78219283	2808755
Advantage Sales & Marketing LLC	PROMOPOINT MARKETING	78461667	3107887
Advantage Sales & Marketing LLC	YOUR CAUSE IS OUR CAUSE	78799037	3500161
Advantage Sales & Marketing LLC	ADVANTAGE SALES & MARKETING	78801507	3271825

#### Release of Reel 5211, Frame 0675

Registered Owner	Mark	Serial No.	Reg. No.
Advantage Sales & Marketing LLC	FRESH SPACE	85769851	4502647
Advantage Sales & Marketing LLC	TAKING MEDIA TO A WHOLE NEW PLACE	85770004	4502650
Advantage Sales & Marketing LLC	FRESH SPACE	85779823	4502707
Advantage Waypoint LLC	AWP BRANDVANTAGE	86014046	4546600

#### Release of Reel 5287, Frame 0636

Registered Owner	Mark	Serial No.	Reg. No.
Advantage Sales & Marketing LLC	STOREBOARD	77505447	3590447
Advantage Sales & Marketing LLC	EYECURVE	77505477	3572056
Advantage Sales & Marketing LLC	STOREBOARDMEDIA	85339553	4170386