

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
tradeMONSTER Group, Inc.		08/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3635154	DEPTHCHARGE	
Registration Number:	3857411	DRAKON	
Registration Number:	4272485	EXIT PLAN	
Registration Number:	3703636	FUTURESMONSTER	
Registration Number:	3923299	INSIDEOPTIONS	
Registration Number:	4210297	INVEST LIKE A MONSTER	
Registration Number:	3410952	OM	
Registration Number:	3209746	OPTIONMONSTER	
Registration Number:	3572505	OPTIONMONSTER	
Registration Number:	3944882	SPREADMAKER	
Registration Number:	3832461	STOCKMONSTER	
Registration Number:	4222235	STRATEGYSEEK	
Registration Number:	3619927	THERMAL IMAGING	
Registration Number:	3616644	TICKER TRIGGER	
Registration Number:	4317417	TRADELAB	
Registration Number:	4139369	TRADE LIKE A MONSTER	
Registration Number:	3572394	TRADE MONSTER	
Registration Number:	4272481	TRADEMONSTER	
Registration Number:	3801668	VOLATILITY SONAR	
Serial Number:	86305209	PRICEHUNTER	
TRADEMARK			

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CORRESPONDENCE DATA**Fax Number:** 2129692900*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:** 212-969-3000**Email:** trademark@proskauer.com**Correspondent Name:** Jenifer deWolf Paine**Address Line 1:** Proskauer Rose LLP**Address Line 2:** Eleven Times Square**Address Line 4:** New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40767-125
NAME OF SUBMITTER:	Jenifer deWolf Paine
SIGNATURE:	/Jenifer deWolf Paine/
DATE SIGNED:	08/29/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2014 between tradeMONSTER Group, Inc. (“**Grantor**”), and Jefferies Finance LLC, as administrative agent and collateral agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

RECITALS

- (A) TM Intermediate Holdings, LLC, a Delaware limited liability company (“**Holdings**”), OH Acquisition, LLC, a Delaware limited liability company (“**Borrower**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), Administrative Agent and the other parties thereto are parties to a Credit Agreement dated as of August 29, 2014 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantor is party to a Pledge and Security Agreement, dated as of August 29, 2014 in favor of the Administrative Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement) other than, in respect of Grantor, Excluded Assets of Grantor, Grantor hereby pledges and grants to the Administrative Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Trademark Collateral**” means Grantor’s right, title and interest in, to and under all of the following property:

- (a) all Trademarks owned by Grantor referred to on Schedule I hereto (other than any Excluded Assets); and
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by Grantor.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Trademark Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted by them in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

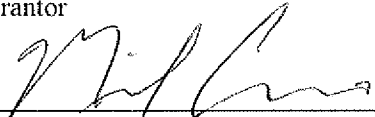
SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, TO THE EXTENT THEY WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

TRADEMONSTER GROUP, INC.,
as Grantor

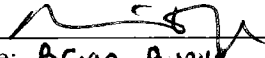
By:  _____

Name: Michael Curcio
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED:

JEFFERIES FINANCE LLC,
as Administrative Agent

By: 
Name: Brian Buoy
Title: Managing Director

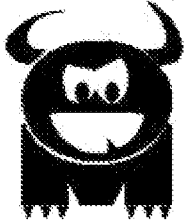
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005354 FRAME: 0452

SCHEDULE I TO THE TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

U.S. Trademarks

Grantor	Title	Reg. No. or Appln. No.	Date
tradeMONSTER Group, Inc.	DEPTHCHARGE	3,635,154	6/9/2009
tradeMONSTER Group, Inc.	DRAKON	3,857,411	10/5/2010
tradeMONSTER Group, Inc.	EXIT PLAN	4,272,485	1/8/2013
tradeMONSTER Group, Inc.	FUTURESMONSTER	3,703,636	10/27/2009
tradeMONSTER Group, Inc.	INSIDEOPTIONS	3,923,299	2/22/2011
tradeMONSTER Group, Inc.	INVEST LIKE A MONSTER	4,210,297	9/18/2012
tradeMONSTER Group, Inc.		3,410,952	4/8/2008
tradeMONSTER Group, Inc.	OPTIONMONSTER	3,209,746	2/13/2007
tradeMONSTER Group, Inc.	OPTIONMONSTER	3,572,505	2/10/2009
tradeMONSTER Group, Inc.	SPREADMAKER	3,944,882	4/12/2011
tradeMONSTER Group, Inc.	STOCKMONSTER	3,832,461	8/10/2010
tradeMONSTER Group, Inc.	STRATEGYSEEK	4,222,235	10/9/2012
tradeMONSTER Group, Inc.	THERMAL IMAGING	3,619,927	5/12/2009
tradeMONSTER Group, Inc.	TICKER TRIGGER	3,616,644	5/5/2009
tradeMONSTER Group, Inc.	TRADELAB	4,317,417	4/9/2013
tradeMONSTER Group, Inc.	TRADE LIKE A MONSTER	4,139,369	5/8/2012
tradeMONSTER Group, Inc.	TRADE MONSTER	3,572,394	2/10/2009
tradeMONSTER Group, Inc.	TRADEMONSTER	4,272,481	1/8/2013
tradeMONSTER Group, Inc.	VOLATILITY SONAR	3,801,668	6/15/2010
tradeMONSTER Group, Inc.	PRICEHUNTER	86/305,209	6/10/14