

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM316050

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACTIVE MEDIA SERVICES, INC.		08/29/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Business Credit Corporation		
<b>Street Address:</b>	360 Lexington Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1856922	ACTIVE INTERNATIONAL	
<b>Registration Number:</b>	3185955	ACTIVE INTERNATIONAL	
<b>Registration Number:</b>	3829095	AFL SUPPLY CHAIN SOLUTIONS	
<b>Registration Number:</b>	4074070	CREATING VALUE WITH EVERY TRADE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	marina.kelly@thomsonreuters.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way Suite 125		
<b>Address Line 2:</b>	CT Lien Solutions		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	James Murray		
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/		
<b>DATE SIGNED:</b>	09/04/2014		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 29, 2014, is made by the undersigned (the "Grantor") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC"), pursuant to that certain Credit and Security Agreement, dated as of even date herewith, among ACTIVE MEDIA SERVICES, INC. ("Borrower"), the Loan Parties, certain financial institutions and WEBSTER BUSINESS CREDIT CORPORATION ("WBCC"), individually, as lender thereunder and as agent for itself and each other Lender Party (as defined therein; WBCC, in such capacity, "Agent") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

### WITNESSETH:

#### RECITALS.

A. The Grantor owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lender Parties propose to make certain loans to the Borrowers pursuant to the Credit Agreement; and

C. Pursuant to the Credit Agreement, the Grantor has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for its benefit and the ratable benefit of the Lender Parties, all of its right, title and interest in and to, and granted to the Agent, for its benefit and the ratable benefit of the Lender Parties, a security interest in, the property described therein, including, without limitation, all of the Grantor's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Grantor now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Agent has required that the Grantor grant to the Agent, for its benefit and the ratable benefit of Lender Parties, a security interest in and a collateral assignment of the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the office or agency of the United States or any State thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Grantor hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lender Parties, in all of the Grantor's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Grantor symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto; provided, that, no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

3. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Agent and Lenders with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Agreement and the Credit Agreement, the Credit Agreement shall govern in all respects.

4. This Agreement shall terminate automatically upon payment in full in cash of all Obligations (other than contingent indemnification obligations to the extent no claims giving rise thereto have been asserted and Letters of Credit have been cash collateralized to the satisfaction of Agent) and termination of the Credit Agreement. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Grantor in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Credit Agreement.

5. If at any time before the termination of this Agreement, the Grantor shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Credit Agreement with respect to such new Trademark. The Grantor authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.


6. The Grantor further agrees that (a) neither the Agent nor any Lender Party shall have any obligation or responsibility to protect or defend the Property and the Grantor shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Grantor shall forthwith advise the Agent promptly in writing upon detection of material infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to materially comply with the requirements of the preceding clause (a), the Agent or any Lender Party may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse the Agent and the Lender Parties for all documented expenses, including attorneys' fees (limited in any event to a single external counsel for the Agent), incurred by the Agent and the Lender Parties in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.



IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

"GRANTOR"

ACTIVE MEDIA SERVICES, INC.

By:   
Name: Alan S. Elkin  
Title: Chief Executive Officer

SCHEDULE I  
REGISTERED U.S. TRADEMARKS

DESCRIPTION	REGISTRATION NO.	REGISTRATION DATE
ACTIVE INTERNATIONAL	Reg. No. 1,856,922	Reg. Date 10/4/1994
	Reg. No. 3,185,955	Reg. Date 12/19/2006
	Reg. No. 3,829,095	Reg. Date 8/3/2010
CREATING VALUE WITH EVERY TRADE	Reg. No. 4,074,070	Reg. Date 12/20/2011

PENDING U.S. TRADEMARK APPLICATIONS

DESCRIPTION	APPLICATION NO.	FILING DATE
None.		

Schedule I-1