

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Retail Decisions, Inc.		09/11/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Blvd.		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3709539	RED SHIELD	
Registration Number:	2324092	PRISM MERCHANT	
Registration Number:	2324091	PRISM DEBIT	
Registration Number:	2324090	PRISM CREDIT	
Registration Number:	2050701	PRISM	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<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>			
Phone:	(704) 373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon Street		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2029724-0620		
NAME OF SUBMITTER:	Betty G. Smith		
SIGNATURE:	/Betty G. Smith/		

OP \$140.00 3709539

DATE SIGNED:	09/15/2014
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement dated as of September 11, 2014 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement") between RETAIL DECISIONS, INC., a New Jersey corporation, having its chief executive office at 379 Thornall Street, Edison, NJ 08837 ("Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (together with any successors and assigns thereto in such capacity, the "Administrative Agent") with offices at 1525 West W.T. Harris Blvd., MAC D1109-019, Charlotte, NC 28262.

WITNESSETH:

WHEREAS, the Grantor is party to a Collateral Agreement dated as of November 10, 2011 (as, amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") between the Grantor and the other grantors party thereto and the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Loan Documents, the Grantor hereby agrees with the Administrative Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, those listed on Schedule I hereto and with respect to any and all of the foregoing, renewals thereof (collectively, "Trademarks");

(b) any and all agreements for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto; and

(c) all (i) income, royalties, damages and payments now or hereafter due and/or payable under any of the Trademarks or with respect to any of the Trademarks, including, without limitation, damages or payments for past, present and future infringements of any of the Trademarks, (ii) rights to sue for past, present and future infringements of any of the Trademarks, and (iii) rights corresponding to any of the Trademarks throughout the world.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Lenders pursuant to the Collateral Agreement and the Grantor hereby acknowledges and

affirms 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 Collateral 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 Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

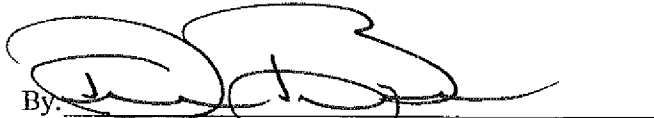
SECTION 4. Applicable Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement or any document or instrument delivered in connection herewith by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

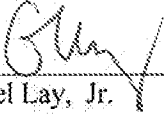
RETAIL DECISIONS, INC.

A handwritten signature in black ink, appearing to read "Dennis P. Byrnes", is written over a horizontal line. The signature is stylized and somewhat cursive.

By: _____
Name: Dennis P. Byrnes
Title: Secretary and Vice President

Agreed and Accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Name: G. Mendel Lay, Jr.
Title: Senior Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Filing Date/Registration Date	Status	Application/ Registration No.
Retail Decisions, Inc.	RED SHIELD	3/5/2008	Registered	3,709,539
Retail Decisions, Inc.	PRISM MERCHANT	2/19/1999	Registered	2,324,092
Retail Decisions, Inc.	PRISM DEBIT	2/19/1999	Registered	2,324,091
Retail Decisions, Inc.	PRISM CREDIT	2/19/1999	Registered	2,324,090
Retail Decisions, Inc.	PRISM	3/28/1996	Registered	2,050,701