

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM318839

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PEP Direct, LLC		06/27/2014	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trustee of Fantail Irrevocable Trust of 2012		
<b>Street Address:</b>	4 Quentin Drive		
<b>City:</b>	Brookline		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03033		
<b>Entity Type:</b>	TRUST: NEW HAMPSHIRE		
<b>Composed Of:</b>	<ul style="list-style-type: none"> <li>Hilary Jandl, Trustee, UNITED STATES, INDIVIDUAL</li> </ul>		
<b>Name:</b>	Trustee of TUI Irrevocable Trust of 2012		
<b>Street Address:</b>	4 Quentin Drive		
<b>City:</b>	Brookline		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03033		
<b>Entity Type:</b>	TRUST: NEW HAMPSHIRE		
<b>Composed Of:</b>	<ul style="list-style-type: none"> <li>Hilary Jandl, Trustee, UNITED STATES, INDIVIDUAL</li> </ul>		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2948457	PEP DIRECT	
<b>Registration Number:</b>	2952076	PEP DIRECT	
<b>Registration Number:</b>	3773848	PEP DIRECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125363901		
<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>Phone:</b>	2125363900		
<b>Email:</b>	beata.white@klgates.com		
<b>Correspondent Name:</b>	Calvina Bostick		

TRADEMARK

<b>Address Line 1:</b>	K&L Gates LLP
<b>Address Line 2:</b>	599 Lexington Avenue
<b>Address Line 4:</b>	New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	0815977.00001
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<b>NAME OF SUBMITTER:</b>	Beata White
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<b>SIGNATURE:</b>	/Beata White/
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<b>DATE SIGNED:</b>	10/02/2014
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**Total Attachments: 3**

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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office


Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 27, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligor party thereto (each an "Obligor" and collectively, the "Obligors"), Fantail Irrevocable Trust of 2012 ("Fantail Trust") and TUI Irrevocable Trust of 2012 ("TUI Trust," together with Fantail Trust and their respective successors and assigns,, the "Holders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications set forth on Schedule 1 hereto to the Holders.

The undersigned Obligor and the Holders hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

PEP DIRECT, LLC

By:   
Name: R. Mark Schulhof  
Title: President

Acknowledged and Accepted:

FANTAIL IRREVOCABLE TRUST OF 2012

By: \_\_\_\_\_  
Name :  
Title:

TUI IRREVOCABLE TRUST OF 2012

By: \_\_\_\_\_  
Name:  
Title:

NOTICE  
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GRANT OF SECURITY INTEREST  
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TRADEMARKS

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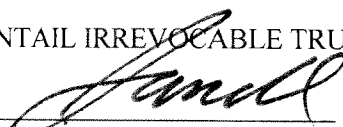
Very truly yours,

PEP DIRECT, LLC

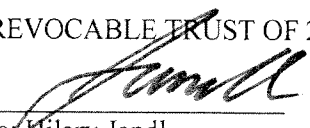
By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Accepted:

FANTAIL IRREVOCABLE TRUST OF 2012

By:   
Name: Hilary Jandl  
Title: Trustee

TUI IRREVOCABLE TRUST OF 2012

By:   
Name: Hilary Jandl  
Title: Trustee

Schedule 1 – Trademarks of PEP Direct, LLC

<b>Title</b>	<b>Registration Date</b>	<b>Registration Number</b>
PEP DIRECT	5/10/2005	2,948,457
PEP DIRECT (and Design)	5/17/2005	2,952,076
PEP DIRECT (and Design)	4/13/2010	3,773,848

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS  
PEP DIRECT, LLC