

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323353

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grace Hill, LLC		08/15/2014	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Freeport Financial Partners LLC, as Agent		
Street Address:	300 N. LaSalle St., Ste. 5300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85779644	WINGS	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7213.010		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		
DATE SIGNED:	11/16/2014		
Total Attachments: 4			
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TRADEMARK

**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to that certain Trademark Security Agreement dated as of August 15, 2014 (the "Trademark Security Agreement") made by Grace Hill, LLC, a Georgia limited liability company ("Grantor"), in favor of in favor of Freeport Financial Partners LLC ("Freeport"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") is dated as of November 3, 2014.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement dated as of November 3, 2014 by and among Grantor, the financial institutions party thereto from time to time (together with their respective successors and assigns, "Lenders"), U.S. Bank National Association, as Paying Agent, and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), Agent and Lenders have agreed to make Loans for the benefit of Grantor;

WHEREAS, Grantor, certain affiliates of Grantor, and Agent are parties to that certain Guaranty and Security Agreement dated as of August 15, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"), pursuant to which, among other things, Grantor has granted to the Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its Trademarks;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired an additional Trademark (the "New Trademark"); and

WHEREAS, in accordance with the Guaranty and Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademark;

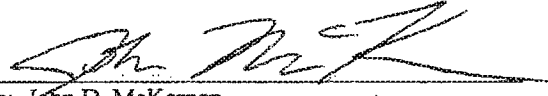
NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

SECTION 1. Schedules. Schedule 1 to the Trademark Security Agreement shall be deemed to refer to Schedule 1 as supplemented by the addition of the New Trademark scheduled on Schedule 1 attached hereto.

SECTION 2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

GRACE HILL, LLC

By: 
Name: John D. McKernan
Title: Vice President and Secretary

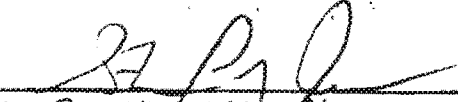
ACCEPTED AND ACKNOWLEDGED BY:

FREEMPORT FINANCIAL PARTNERS LLC, as Agent

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL PARTNERS LLC, as Agent

By: 
Name: STEPHEN V. PAPPALARDO
Title: MANAGING DIRECTOR

SCHEDULE 1

Trademark Registrations

Trademark	Country	Application No. (Filing Date)	Reg. No. Reg. Date
WINGS	U.S.	85,779,664 (Nov. 14, 2012)	4,629,201 (Oct. 28, 2014)