

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cable Response TV, LLC		02/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4104220	CRTV CABLE RESPONSE TELEVISION YOUR SOUR	
Registration Number:	4009445	SBT-1000	
Registration Number:	4233997	ADDRIVE	
CORRESPONDENCE DATA			
Fax Number:	4149788675		
<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:	414 277 5675		
Email:	marta.levine@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	136322.00012		
NAME OF SUBMITTER:	Marta S. Levine		
SIGNATURE:	/MartaLevine/		
DATE SIGNED:	02/18/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 13, 2015 (this "Agreement"), is made by **CABLE RESPONSE TV, LLC**, a Delaware limited liability company ("Grantor"), in favor of **THE PRIVATEBANK AND TRUST COMPANY**, as administrative agent (in such capacity, "Agent") for the Secured Parties under (and as defined in) that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among CRT Midco, LLC, a Delaware limited liability company ("Borrower"), CRT Holdings, LLC, a Delaware limited liability company ("Holdings"), the Subsidiary Guarantors from time to time party thereto (collectively, with Holdings, "Guarantors"), the lending institutions which are or may become parties thereto (hereinafter, collectively, the "Lenders") and Agent.

WHEREAS, Agent and Lenders have agreed to provide to Borrower a term loan and a revolving credit facility (with a letter of credit sublimit) pursuant to the Credit Agreement; and

WHEREAS, it is a condition precedent to Agent's and Lenders' willingness to enter into the Loan Documents (as defined in the Credit Agreement) and to make any loans or otherwise extend credit to Borrower thereunder that the Grantor, and the Grantor wishes to, execute and deliver to Agent, for the benefit of the Secured Parties, this Agreement in order to, among other things, expressly and unconditionally grant to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and Lien (as defined in the Credit Agreement) on, and pledge and assign to Agent, for the benefit of the Secured Parties, all of the Collateral (as defined herein) to secure the performance and payment in full of the Secured Obligations (as defined herein), as provided herein; and

WHEREAS, the Grantor is party to an Amended and Restated Security Agreement, dated as of the date hereof, in favor of Agent, for the benefit of the Secured Parties (the "Amended Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents as aforesaid and to make any loans or otherwise extend credit to Borrower thereunder, and to secure the Secured Obligations, the Grantor agrees as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Amended Security Agreement.

2. Grant of Security Interest in Trademark Collateral. The Grantor hereby unconditionally and expressly grants to Agent, for the benefit of the Secured Parties, a continuing, first priority security interest in, and Lien on, for the benefit of the Secured Parties, all of the following Collateral (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

- (a) all Trademarks, including any of the foregoing set forth on Schedule IA hereto;
- (b) all Trademark Licenses; and
- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such intellectual property, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder that would result in the forfeiture of the Grantors' rights in any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such Trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would result in the forfeiture or voiding of or adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent and other Secured Parties pursuant to the Amended Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of conflict between the terms of this Agreement and the terms of the Amended Security Agreement, the Amended Security Agreement shall control.

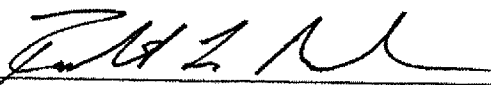
4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Remainder of Page Intentionally Left Blank]

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

CABLE RESPONSE TV, LLC

By: 
Name: Robert L. Medved
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: _____
Name: Jeff Janza
Title: Managing Director

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

CABLE RESPONSE TV, LLC

By: _____
Name: Robert L. Medved
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: 
Name: Jeff Janza
Title: Managing Director

SCHEDULE IA
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

OWNER	MARK	REGISTRATION NO. & DATE	SERIAL NO.	STATUS
Cable Response TV, LLC	CRTV CABLE RESPONSE TELEVISION YOUR SOURCE FOR INTERACTIVE SHOPPING (Design)	4104220 2/28/12	85216320	Registered
Cable Response TV, LLC	SBT-1000	4009445 8/9/11	85216268	Registered
Cable Response TV, LLC	ADDRIVE	4233997 10/30/12	85581428	Registered