

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flypaper Studio Inc.		09/17/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Trivantis Corporation		
Street Address:	311 Elm Street		
Internal Address:	Suite 200		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3706002	FLYPAPER	
CORRESPONDENCE DATA			
Fax Number:	9015252389		
<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:	901-576-1775		
Email:	BBradley@Glankler.com		
Correspondent Name:	William Ross Bradley Junior		
Address Line 1:	6000 Poplar		
Address Line 2:	Suite 400		
Address Line 4:	Memphis, TENNESSEE 38119		
NAME OF SUBMITTER:	William R. Bradley Jr.		
SIGNATURE:	/William R. Bradley Jr./		
DATE SIGNED:	03/06/2015		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is dated as of January 25, 2013, but effective *nunc pro tunc* as of September 17, 2012 (the “*Effective Date*”), and is made by FLYPAPER STUDIO, INC., a Delaware corporation formerly named TRI Merger Sub, Inc. (“*Grantor*”), in favor of TRIVANTIS CORPORATION, a Delaware corporation (“*Lender*”).

RECITALS:

A. Lender has agreed to make extensions of credit to Grantor on the terms and subject to the conditions of a Revolving Loan Agreement dated as of January 25, 2013, but effective as of September 17, 2012, between Grantor and Lender (as amended, modified, supplemented, renewed, replaced, restated, or otherwise modified from time to time, the “*Loan Agreement*”).

B. Grantor and Lender are parties to a Pledge, Assignment, and Security Agreement dated as of January 25, 2013, but effective as of September 17, 2012 (as amended, modified, supplemented, renewed, replaced, restated, or otherwise modified from time to time, the “*Security Agreement*”), under which Grantor must execute and deliver this Agreement as a condition precedent to Lender’s obligation to make extensions of credit to Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of all of which are acknowledged, the parties, intending to be bound, agree:

1. Defined Terms. Unless otherwise defined herein, capitalized words and phrases used but not otherwise defined in this Agreement have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the full, prompt, and complete payment and performance of the Obligations when due (whether at stated maturity, by acceleration or otherwise), collaterally assigns, conveys, mortgages, pledges, hypothecates, and transfers to Lender, and grants to Lender a continuing lien on and security interest in, all of Grantor’s rights and title to and interests in the following Collateral (the “*Trademark Collateral*”):

(a) all of Grantor’s Trademarks and all Trademark Licenses to which Grantor is a party, including those referred to on Exhibit A;

(b) all renewals of the foregoing;

(c) all goodwill of the business associated with using, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any Trademark or any

Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

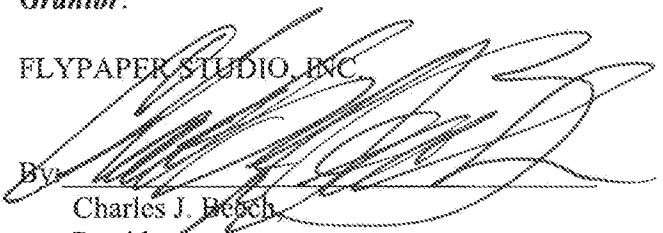
3. Security Agreement. The security interest granted under this Agreement is granted in conjunction with the security interest granted to Lender under the Security Agreement, and Grantor acknowledges and affirms that Lender's rights and remedies regarding the security interest in the Trademark Collateral made and granted hereby are more fully provided in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed on its behalf, in its corporate name, by its duly authorized officer, effective as of the Effective Date.

Grantor:

FLYPAPER STUDIO, INC

By


Charles J. Beech
President

TRADEMARK REGISTRATIONS

Registered Trademarks

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Flypaper Studio, Inc.	United States	FLYPAPER	3706002	11/03/2009