

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336996

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advertising Specialty Institute, Inc.		04/01/2015	CORPORATION: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	M&T Bank
<b>Street Address:</b>	2003 SOUTH EASTON ROAD SUITE 204
<b>City:</b>	Doylestown
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	18901
<b>Entity Type:</b>	CHARTERED BANK AND TRUST COMPANY: NEW YORK

## PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	2150676	ACE
Registration Number:	3355421	ADVANTAGES
Registration Number:	3774788	ADVANTAGES UNIVERSITY
Registration Number:	1174139	ADVERTISING SPECIALTY INSTITUTE
Serial Number:	73220695	ADVERTISING SPECIALTY REGISTER
Serial Number:	74165790	AFFORDABLE SOLUTIONS
Registration Number:	1176093	ASI
Registration Number:	4193073	ASI
Registration Number:	2160263	ASI CENTRAL
Registration Number:	2875873	ASI COMPUTER SYSTEMS
Registration Number:	1917420	ASI/EDI INC.
Registration Number:	1932477	ASI PROMOTION PRODUCTS INFORMATION CENTE
Registration Number:	1729220	ASI QUARTERLY REGISTER
Registration Number:	4246897	ASI SALESPRO
Registration Number:	2102337	ASI SECURE
Registration Number:	4323177	ASI SMARTBOOKS
Registration Number:	4233755	ASI SMARTSALES
Registration Number:	2592135	ASI UNIVERSITY
Registration Number:	1971645	ASI/EDI

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2165025	ASINTERNET
Registration Number:	4562393	ASI MEDIASTATS
Registration Number:	2990827	ASK ASI.COM
Registration Number:	4084000	ASKASI.COM
Registration Number:	1226605	COUNSELOR
Registration Number:	2126951	CREDITDIRECT
Registration Number:	2337477	E S P
Registration Number:	1595034	ESP
Registration Number:	3670451	ESP ONLINE
Registration Number:	3519166	ESP ONLINE
Registration Number:	4053536	ESP ORDERS
Registration Number:	3884184	ESP WEB
Serial Number:	85583641	ESPWEBSITES
Registration Number:	1666703	FASTFIND
Registration Number:	1300526	IDEA SHOWCASE
Registration Number:	2133483	LOGO SHOP
Registration Number:	2074670	LOGOMALL
Registration Number:	1242811	MEDIA FILE
Registration Number:	2484355	PROFITMAKER
Registration Number:	2520735	PROMOGRAM
Registration Number:	4167324	PROMOMART
Registration Number:	2074671	PROMOMART
Registration Number:	4306914	PROMOPAYMENT
Registration Number:	2591591	PROMOSHOP
Serial Number:	85511832	PROMOTING SUCCESS
Registration Number:	1680844	PROMOTION BUYER'S DIGEST
Registration Number:	1253747	SOMETHING SPECIAL
Registration Number:	1651183	SPECTRUM
Registration Number:	3710031	STITCHES GOLDEN NEEDLE AWARDS
Registration Number:	1904410	STITCHES
Registration Number:	3742904	STITCHES UNIVERSITY
Registration Number:	3012780	SUCCESSFUL PROMOTIONS
Registration Number:	4090439	SUCCESSFUL PROMOTIONS
Registration Number:	4345571	SUPPLIER GLOBAL RESOURCE
Registration Number:	2398958	THE ASI SHOW!
Registration Number:	1949749	THE GIFT BOOK
Registration Number:	1972000	THE PROMOTION BOOK
Registration Number:	3909558	TOP SELLERS

Property Type	Number	Word Mark
Registration Number:	3553792	WEARABLES
Registration Number:	3777519	WEARABLES UNIVERSITY

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** trademarks@whiteandwilliams.com  
**Correspondent Name:** Ryan J. Udell  
**Address Line 1:** 1650 Market Street  
**Address Line 2:** One Liberty Place, Suite 1800  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>NAME OF SUBMITTER:</b>	Ryan J. Udell
<b>SIGNATURE:</b>	/rudell/
<b>DATE SIGNED:</b>	04/01/2015

**Total Attachments: 16**  
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**PATENTS, TRADEMARKS,  
COPYRIGHTS AND LICENSES SECURITY AGREEMENT**

**THIS PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT** (this “**Agreement**”) is made effective as of the 1<sup>st</sup> day of April, 2015 by and between **ADVERTISING SPECIALTY INSTITUTE, INC.** (“**Assignor**”) and **M&T BANK** (“**Assignee**”).

**BACKGROUND**

A. Assignee has extended certain credit facilities to Assignor, Norman Cohn and Suzanne Cohn (collectively, “**Borrowers**”) as evidenced by, inter alia, that certain Loan and Security Agreement dated as of the date hereof by and among Borrowers and Assignee (as the same may hereafter be amended, restated, or otherwise modified from time to time, the “**Loan Agreement**”).

B. The Loan Agreement provides, inter alia, that Assignor will grant to Assignee a security interest in all of Assignor’s assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

**NOW THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. All obligations of Borrowers to Assignee, whether now or hereafter owing or existing, including without limitation all obligations hereunder, under the Loan Agreement, the Loan Documents and the Notes, and the payment, performance and discharge of all other obligations or undertakings now or hereafter made by or for the benefit of Borrowers to or for the benefit of Assignee, under this Agreement or under any other agreement, promissory note or undertaking now existing or hereafter entered into by Borrowers with or to Assignee, including any guaranty or surety obligations of Borrowers owed to Assignee, and the undertakings of Borrowers to immediately pay to Assignee the amount of any overdraft on any deposit account maintained with Assignee are sometimes hereinafter referred to collectively as the “**Bank Indebtedness**”.

2. **Security Interests.**

2.1 **Security Interest.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby assigns, mortgages and pledges to Assignee and grants to Assignee a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor’s right, title and interest in and to all of the following,

whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **Section 2.2**, below, the “**Collateral**”):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit A**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit C** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the “**Copyrights**”); and

(c) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit D** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “**Licenses**”).

2.2 **Security Interest.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby mortgages and pledges to Assignee and grants to Assignee a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor’s right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **Section 2.1**, above, the “**Collateral**”):

(a) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on **Exhibit B**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”).

3. **Restrictions on Future Agreements.** Assignor agrees that until all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee’s prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor’s obligations under this Security Agreement or the Loan Agreement and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Security Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits A, B, C and D**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignor. If, before all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Article 2** above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Security Agreement by amending **Exhibit A, B, C and/or D**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Article 2** above or under this **Section 4**. Assignor hereby agrees to provide to Assignee such assignment or other documentation as Assignee may request to record Assignee’s lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Royalties; Term.** Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Bank Indebtedness has been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Inspect.** Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Bank Indebtedness and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignor.** Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Bank Indebtedness shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the consent of the Assignee, which consent shall not be unreasonably withheld.

9. **Event of Default.** Upon the occurrence of an Event of Default, as defined in the Loan Agreement, Assignee may, without further notice to or consent of Assignor, immediately record all assignments previously executed and delivered to Assignee by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignor of all rights, title and interest of Assignor in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Assignor hereby authorizes and agrees that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee.



10. **Assignee's Right to Sue.** Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10.**

11. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4.** Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Bank Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as

enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

**ASSIGNOR ACKNOWLEDGES AND AGREES (a) THAT THE FOREGOING POWER OF ATTORNEY IS GIVEN IN CONNECTION WITH A COMMERCIAL TRANSACTION, (b) ASSIGNEE'S EXERCISE OF THE POWER OF ATTORNEY AS PROVIDED FOR HEREIN WOULD BE IN ACCORDANCE WITH ASSIGNOR'S REASONABLE EXPECTATIONS, AND (c) ASSIGNEE DOES NOT AND SHALL NOT HAVE ANY OF THE DUTIES TO ASSIGNOR SET FORTH IN 20 PA. C.S.A. §5601.3(b).**

15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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**ASSIGNEE:**

M&T BANK

By: *William Johnston*  
William Johnston, Vice President

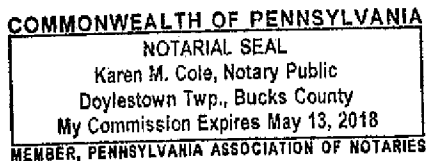
**ACKNOWLEDGMENT**

STATE OF Pennsylvania  
COUNTY OF Bucks :SS

On this 26 day of March, 2015, before me, Karen M. Cole, a Notary Public, duly authorized in the State and County named above to take acknowledgments, personally appeared WILLIAM JOHNSTON, a Vice President of M&T BANK, who I am satisfied is the person who executed or made the foregoing instrument as the maker thereof; and he acknowledged that he executed the foregoing instrument as the act of M&T Bank and that he was authorized to execute the foregoing instrument on behalf of M&T Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Karen M. Cole*  
Notary Public  
Commission expires: May 13, 2018



**EXHIBIT A**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**

**Patents**

*None.*

**EXHIBIT B**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**

**Trademarks**

*See attached.*

**ASI Trademarks as of 03/2015**

<b>Mark</b>	<b>Market</b>	<b>Link or Where Used</b>	<b>Last Used Date</b>	<b>Registration Status</b>
ASI Advantages™ Roadshow	US	Latest MediaGuide - Kit	10/5/2011	
ASI Smartlink™	US			
ASI® MarketingServices™	US	Marketing Services - Sales Appoi	1/3/2011	
ASI®CreditConnect™	US	Sales Sheet - Supplier Membersh	7/28/2011	
BrandBooster	US	Distributor membership Package	not yet - 03/2015	
CreditConnect	US	<a href="http://www.asicentral.com/asp/open/ProductsAndServices/supp/BusinessSolutions/index.aspx">http://www.asicentral.com/asp/open/ProductsAndServices/supp/BusinessSolutions/index.aspx</a>	10/5/2011	
DigitalExpress™	US	Latest MediaGuide - Kit	10/5/2011	
EmailExpress™	US	Sales Sheet - Supplier Membersh	7/28/2011	
Engage	US	new name for Long Beach ASI S	not yet - 3/2015	
ESPMOBILE	US			Use TM only. We will not seek a registered trademark.
ESP Social	US	ESP Social is a Facebook page builder/marketing service that will be offered to distributors first, but eventually to suppliers as well. Here's some more detail about the product/service (please note that this is still in design and has not been proofed yet, and details are subject to change:	9/24/2014	
espupdates™	US	February - EIT - Direct Mailer	2/1/2011	
espwebsites™	US	Sales Sheet - Supplier Membersh	7/28/2011	PENDING - 11/8/2012
IDEA SHOWCASE® SCHOOLS™	US	Catalog of Catalogs 2012	9/9/2011	
LogoLine™	US	Latest MediaGuide - Kit	10/5/2011	
OWN THE CUSTOMER™	US	<a href="http://cdn.asicentral.com/MKTG/emails/101-823937A/">http://cdn.asicentral.com/MKTG/emails/101-823937A/</a>	9/16/2011	
Register® Express™	US		Since ?	
Select™ (a catalog)	US	Multi Catalog EQP Offer for Major	4/6/2011	
SPECTRUM CELEBRATION™	US	Catalog of Catalogs 2012	9/9/2011	
THE GREEN CATALOG™	US	<a href="http://cdn.asicentral.com/MKTG/emails/461-824021/">http://cdn.asicentral.com/MKTG/emails/461-824021/</a>	9/15/2011	
The Number That Matters™	US	Marketing Services Sales Sheet	1/20/2011	
THE PROFESSIONAL BUYERS GUIDE™	CA	Catalog of Catalogs 2012	9/9/2011	
Traffic Builder	US	Distributor membership Package	3/1/2015	
Wearables™ Style	US	Email newsletter -published 2x month	10/5/2011	

**ASI TRADEMARKS (® symbol)**

Mark	CNTRY	Application #	File Date	Reg Date	Registration #	Status	Mark In File
ACE	US	75/259,101	3/18/1997	4/14/1998	2,150,676	REGISTERED	Yes
ADVANTAGES	US	77/140,269	3/26/2007	12/18/2007	3,355,421	REGISTERED	Yes
ADVANTAGES UNIVERSITY	US	77/825,689	9/15/2009	4/13/2010	3,774,788	REGISTERED	Yes
ADVERTISING SPECIALTY INSTITUTE	US	73/218,357	6/4/1979	10/20/1981	1,174,139	REGISTERED	Yes
ADVERTISING SPECIALTY REGISTER	US	73/220,695	6/22/1950	10/20/1981	1,174,140	REGISTERED	Yes
AFFORDABLE SOLUTIONS	US	74/165,790	5/13/1991	1/19/1993	1,747,778	REGISTERED	Yes
ASI	CA	1206522	2/10/2004	6/26/2009	TMA742,687	REGISTERED	Yes
ASI	EU	302034	6/5/1996	7/8/1998	302034	REGISTERED	
ASI	US	73/222,039	7/2/1979	11/3/1981	1,176,093	REGISTERED	Yes
ASI (design mark)	US	85/359,112	6/29/2011	8/21/2012	4,193,073	REGISTERED	Yes
ASI Canada Logo	CA	1413236	10/6/2008	2/15/2010	TMA759522	REGISTERED	YES
ASI Canada Logo (Color)	CA	1413232	10/3/2008	2/15/2010	TMA759391	REGISTERED	YES
ASI CENTRAL	US	75/257,262	3/14/1997	5/26/1998	2,160,263	REGISTERED	Yes
ASI COMPUTER SYSTEMS, INC.	US	75/764,468	7/30/1999	8/24/2004	2,875,873	REGISTERED	Yes
ASI EDI INC. and Design	US	74/439,759	9/24/1993	9/5/1995	1,917,420	REGISTERED	Yes
ASI PROMOTION PRODUCTS INFORMATION CENTER	US	74/401,513	6/14/1993	11/7/1995	1,932,477	REGISTERED	YES
ASI QUARTERLY REGISTER	US	74/056,110	5/7/1990	11/3/1992	1,729,220	REGISTERED	YES
ASI SALESPRO	US	85/371,031	7/14/2011	11/20/2012	4,246,897	REGISTERED	YES
ASI SECURE	US	75/138,851	7/24/1996	9/30/1997	2,102,337	REGISTERED	YES
ASI SMARTBOOKS	US	85595772 serial #	4/12/2012	4/23/2013	4,323,177	REGISTERED	YES
ASI SMARTLINK	US	NO	NO	NO	NO	TM Only	Use TM only. We will not seek a registered trademark.
ASI SMARTSALES	US	85/384,265	7/29/2011	10/30/2012	4,233,755	REGISTERED	YES
ASI UNIVERSITY	US	75/742,011	7/1/1999	7/9/2002	2,592,135	ABANDONED	DEAD
asi.asia	US				n/a	REGISTERED	domain name
ASI/EDI	US	74/439,760	9/24/1993	4/30/1996	1,971,645	REGISTERED	domain name



asicentral.asia	US				n/a	REGISTERED	domain name
asicentral.cn	US				n/a	REGISTERED	domain name
asicentral.co.in	US				n/a	REGISTERED	domain name
asicentral.co.za	US				n/a	REGISTERED	domain name
asicentral.com.au	US				n/a	REGISTERED	domain name
asicentral.com.cn	US				n/a	REGISTERED	domain name
asicentral.com.mx	US	UNKNOWN,	11/6/2006	11/6/2006	UNKNOWN,	REGISTERED	domain name
asicentral.eu	US				n/a	REGISTERED	domain name
asicentral.in	US				n/a	REGISTERED	domain name
asicentral.net.au	US				n/a	REGISTERED	domain name
asicentral.net.cn	US				N/A	REGISTERED	domain name
ASINTERNET	US	75/071,554	3/12/1996	6/16/1998	2,165,025	REGISTERED	YES
ASI MediaStats	US			7/8/2014	4,562,393	REGISTERED	YES
ASK ASI.COM and Design	US	76/222,101	3/8/2001	9/6/2005	2,990,827	REGISTERED	YES
ASKASI.COM	US	85/359,208	6/29/2011	1/10/2012	4084000	REGISTERED	YES
COUNSELOR	US	73/247,385	1/24/1980	2/8/1983	1,226,605	REGISTERED	YES
CREDITDIRECT	US	75/184,114	10/19/1996	1/6/1998	2,126,951	REGISTERED	YES
E S P	US	75/521,207	7/17/1998	4/4/2000	2,337,477	REGISTERED	YES
ESP	US	73/817,087	8/4/1989	5/8/1990	1,595,034	REGISTERED	YES
ESP ONLINE	US	77/463,111	5/1/2008	8/18/2009	3,670,451	REGISTERED	YES
ESP ONLINE	US	77/278,499	9/13/2007	10/21/2008	3,519,166	REGISTERED	YES
ESP ORDERS	US	77/882,997	12/1/2009	8-Nov-11	4,053,536	REGISTERED	YES
ESP WEB	US	77/883,166	12/1/2009	11/30/2010	3,884,184	REGISTERED	YES
ESPMOBILE	US	NO	NO	NO	NO	TM Only	Use TM only. We will not seek a registered trademark.
espwebsites	US	85583641 serial number	3/29/2012	PENDING	PENDING	PENDING	USE TM
FASTFIND	US	74/113,575	11/8/1990	12/3/1991	1,666,703	REGISTERED	YES
IDEA SHOWCASE	US	73/453,004	11/16/1983	10/16/1984	1,300,526	REGISTERED	YES
LOGO SHOP	US	75/096,484	4/30/1996	1/27/1998	2,133,483	REGISTERED	YES
LOGOMALL	US	75/071,551	3/12/1996	6/24/1997	2,074,670	REGISTERED	YES
MEDIA FILE	US	73/365,550	5/20/1982	6/21/1983	1,242,811	REGISTERED	YES
PROFITMAKER	US	75/764,467	7/30/1999	9/4/2001	2,484,355	REGISTERED	YES
PROMOGRAM	US	75/701,006	5/7/1999	12/18/2001	2,520,735	REGISTERED	YES
PROMOMART	US		1/1/1996	7/3/2012	4,167,324	REGISTERED	YES
PROMOMART	US	75/071,552	3/12/1996	6/24/1997	2,074,671	REGISTERED	YES
PROMOPAYMENT	US	85458988 serial #	10/28/2011	3/19/2013	4,306,914	REGISTERED	YES
PROMOSHOP	US	76/354,561	8/29/2001	7/9/2002	2,591,591	REGISTERED	YES

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PROMOTING SUCCESS	US	85511832 serial number	1/9/2012	5/13/2014	4,528,074	REGISTERED	YES
PROMOTION BUYER'S DIGEST	US	74/169,069	5/22/1991	3/24/1992	1,680,844	REGISTERED	YES
REGISTER® EXPRESS™	US	NA	NA	NA	NA	USE as indicated	xxxxxxx
SOMETHING SPECIAL	US	73/367,306	6/1/1982	10/11/1983	1,253,747	REGISTERED	YES
SPECTRUM	US	74/019,347	1/16/1990	7/16/1991	1,651,183	REGISTERED	YES
STITCHES GOLDEN NEEDLE AWARDS & Design	US	77/548,337	8/15/2008	11/10/2009	3,710,031	REGISTERED	YES
STITCHES MAGAZINE	US	74/555,755	8/1/1994	7/11/1995	1,904,410	REGISTERED	YES
STITCHES UNIVERSITY	US	77/395,145	2/12/2008	1/26/2010	3,742,904	REGISTERED	YES
SUCCESSFUL PROMOTIONS	US	76/611,893	9/17/2004	11/8/2005	3,012,780	CANCELLED	YES
SUCCESSFUL PROMOTIONS	US	85/333,939	5/31/2011	1/24/2012	4,090,439	REGISTERED	YES
SUPPLIER GLOBAL RESOURCE	US	85655154 serial number	6/19/2012	6/4/2013	4,345,571	REGISTERED	YES
THE ASI SHOW!	EU	1031574	12/30/1998	9/27/2002	1031574	REGISTERED	
THE ASI SHOW!	US	75/482,724	5/11/1998	10/31/2000	2,398,958	REGISTERED	YES
THE GIFT BOOK	US	74/461,017	11/22/1993	1/16/1996	1,949,749	REGISTERED	YES
THE PROMOTION BOOK	US	74/615,080	12/27/1994	4/30/1996	1,972,000	REGISTERED	YES
TOP SELLERS	US	85/064,320	6/16/2010	1/18/2011	3,909,558	REGISTERED	YES
WEARABLES	US	77/473,237	5/13/2008	12/30/2008	3,553,792	REGISTERED	YES
WEARABLES UNIVERSITY	US	77/818,385	9/2/2009	4/20/2010	3,777,519	REGISTERED	YES

**EXHIBIT C**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**

**Copyrights**

*None.*

**EXHIBIT D**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**

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