

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buckingham Asset Management, LLC		04/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3557579	CLASSIC CAPITAL	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	04/28/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this “Agreement”), dated as of April 22, 2015, is made by Buckingham Asset Management, LLC, a Delaware limited liability company (the “Grantor”), in favor of BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties under and as defined in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Grantor is party to a (i) that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of December 10, 2013, by and among the Grantor, certain of its affiliates party thereto from time to time, the Administrative Agent and the Lenders party there to from time to time (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”), (ii) that certain Security Agreement, dated as of January 30, 2012 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Security Agreement”), by and among the Grantor, certain of its affiliates party thereto from time to time, and the Administrative Agent, and (iii) that certain Trademark Security Agreement, dated as of January 30, 2012 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Agreement”), by and among the Grantor, certain of its affiliates party thereto from time to time and the Administrative Agent;

WHEREAS, the Grantor has acquired additional Trademarks and, as required by the Security Agreement, desires to supplement the Trademark Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby promises, covenants and unconditionally and irrevocably agrees with the Administrative Agent as follows:

- 1. Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.
- 2. Grant of Security Interest in Trademark Collateral.** The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a lien on and a security interest in and to all of its right, title and interest in, to and under all:
 - (a) Trademarks for which registrations or applications for registration are listed on Schedule I attached hereto;
 - (b) Goodwill associated with such Trademarks; and
 - (c) Proceeds of any and all of the foregoing.
- 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks

made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. Governing Law; Submission to Jurisdiction; Waiver of Venue; Service of Process; Waiver of Jury Trial. The terms of Sections 10.14 and 10.15 of the Credit Agreement with respect to governing law, submission to jurisdiction, waiver of venue, service of process and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the Grantor hereby agrees to such terms.

5. Delivery. Delivery of the signature pages to this Agreement by facsimile or other electronic imaging means (e.g. “pdf” or “tif”) shall be as effective as delivery of manually executed counterparts of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Accepted and Agreed
as of the date first written above:

Bank of America, N.A., as Administrative Agent

By: CPBunaji
Name: Chris Busconi
Title: SVP

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

Grantor:

BUCKINGHAM ASSET MANAGEMENT, LLC

By: _____

Name: Ruediger Adolf

Title: Authorized Person

Schedule I

Trademark Registrations

Owner	Description/Trademark	Serial #	Filing Date	Reg. No.	Registration Date
Classic Capital, Inc. Corporation	"CLASSIC CAPITAL" (4) STANDARD CHARACTER MARK	78816230	February 16, 2006	3557579	January 6, 2009

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