

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imagitas, Inc.		05/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	201 NORTH TRYON STREET		
Internal Address:	SUITE 1700		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2402715	IMAGITAS	
Registration Number:	2529440	IMAGITAS	
Registration Number:	4442507	M	
Registration Number:	4195196	MYMOVE	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0081527-000048		
NAME OF SUBMITTER:	Michael L. Dever		
SIGNATURE:	/Michael L. Dever/		
DATE SIGNED:	06/01/2015		

CH \$115.00 2402715

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") executed May 21, 2015, to be effective May 28, 2015, by and between IMAGITAS, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 48 Woerd Avenue, Waltham, MA 02453, and FIFTH THIRD BANK, an Ohio banking corporation, as Administrative Agent (the "Administrative Agent"), with offices at 201 N. Tryon Street, Suite 1700, Charlotte, NC 28202 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Third Amended and Restated Credit Agreement, dated as of May 27, 2015, by and among Red Ventures, LLC, a North Carolina limited liability company ("Red Ventures"), the Lenders and the Administrative Agent (as further amended, restated, supplemented or otherwise modified, the "Credit Agreement").

This Agreement is executed pursuant to the terms of a Collateral Agreement, dated as of June 10, 2011, by and among Red Ventures, Red Ventures Holdco, LP, a North Carolina limited partnership, the Grantor and certain other Subsidiaries (as such term is defined in the Credit Agreement) of the Parent (as such term is defined in the Credit Agreement) and Borrower in favor of the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

IMAGITAS, INC., as Grantor

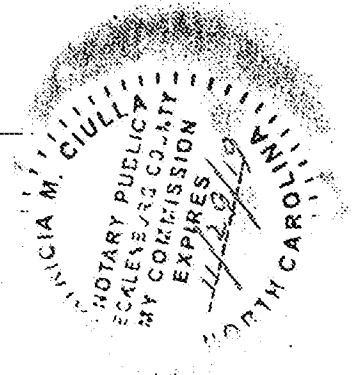
By: Mark Brodsky
Name: Mark Brodsky
Title: Chief Financial Officer and Secretary

STATE OF NC ACKNOWLEDGMENT
COUNTY OF MECKLENBURG

I, PATRICIA M. CIULLA a Notary Public for said County and State, do hereby certify that Mark Brodsky personally appeared before me this day and stated that he/she is the Chief Financial Officer and Secretary of Imagitas, Inc. (the "Company") and acknowledged, on behalf of the Company the due execution of the foregoing instrument.

Witness my hand and official seal, this 21 day of May, 2015.

[Signature]
Notary Public



My commission expires:
11/29/19

[Signature Pages Continue]

Agreed and Accepted as of the date first written above.

FIFTH THIRD BANK,
as Administrative Agent

By: Jodie R. Ayres
Name: Jodie R. Ayres
Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Owner	US Reg./App. No.	Date Registered
IMAGITAS	Imagitas, Inc.	2,402,715	11/7/2000
IMAGITAS design	Imagitas, Inc.	2,529,440	1/15/2002
M (stylized)	Imagitas, Inc.	4,442,507	12/3/2013
MY MOVE (design)	Imagitas, Inc.	4,195,196	8/21/2012
SAVERY	Imagitas, Inc.	86/539,673	2/19/2015

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.