

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345203

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PG USA, LLC		06/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	333 South Hope Street, Suite 1300		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4086206	\$ PRICEGRABBER SMART SHOPPING ANYTIME AN	
<b>Registration Number:</b>	2416972	BOTTOMDOLLAR.COM	
<b>Registration Number:</b>	3842999	COUPONGRABBER	
<b>Registration Number:</b>	4266906	DEAL GRABBER	
<b>Registration Number:</b>	4270791	DEALGRABBER	
<b>Registration Number:</b>	2871744		
<b>Registration Number:</b>	4166812	P3 DIGITAL MEDIA PREMIER BRANDS, PREMIUM	
<b>Registration Number:</b>	3132945	PRECIOMANIA	
<b>Registration Number:</b>	4076003	PRICEGRABBER	
<b>Registration Number:</b>	2433561	PRICEGRABBER	
<b>Registration Number:</b>	2582289	PRICEGRABBER.COM	
<b>Registration Number:</b>	4001486	SMART SHOPPING ANYTIME ANYWHERE	
<b>Registration Number:</b>	2585393	THE SMART PLACE TO START YOUR SHOPPING	
<b>Registration Number:</b>	4350232	SNAPETTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3059615556		
<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>			

CH \$365.00 4086206

**Phone:** 3055790558  
**Email:** chius@gtlaw.com  
**Correspondent Name:** Greenberg Traurig, P.A.  
**Address Line 1:** Sandy Chiu, Esq.  
**Address Line 2:** 333 S.E. 2nd Avenue, Suite 4400  
**Address Line 4:** Miami, FLORIDA 33131

**ATTORNEY DOCKET NUMBER:** 144156.010800

**NAME OF SUBMITTER:** Sandy Chiu

**SIGNATURE:** /Sandy Chiu/

**DATE SIGNED:** 06/19/2015

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of June 11, 2015, between the Grantor listed on the signature pages hereof ("Grantor") and BANK OF AMERICA, N.A., as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, the "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 13, 2015, among Connexity, Inc., Become, Inc. (collectively, "Initial Borrowers"), the other persons party thereto as Loan Parties, the lenders party thereto (the "Lenders") and the Agent, as administrative agent for the Lenders (as amended by that certain First Amendment and Omnibus Joinder to Loan and Security Agreement and other Loan Documents, dated as of the date hereof, among Initial Borrowers, Grantor, the Loan Parties, the Lenders and the Agent and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Grantor; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and other Loan Documents and to induce the Lenders to make the Revolver Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Loan Agreement, Grantor has agreed to execute and deliver to the Agent and its Affiliates, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by Grantor, any registration or recording of the foregoing, and any application in connection therewith (excluding any intent-to-use trademark application for which an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d) has not been filed), including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business associated with the use of, and symbolized by, any of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing or (ii) injury to the goodwill associated with any trademark or any of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Agent or the Lenders whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall promptly notify the Agent in writing of any such new trademarks for which Grantor files an application for registration with the United States Patent and Trademark Office (or in the case of an intent-to-use trademark application, the filing of an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d)). Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission (including ".pdf" format) shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (as such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall

constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (i) the Loan Agreement has terminated pursuant to its express terms and (ii) all of the Obligations have been indefeasibly paid and performed in full in cash and no commitments of the Agent or the Lenders which would give rise to any Obligations are outstanding.


9. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

*[Signatures Immediately Follow]*

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

Grantor:

PG USA, LLC

By:  \_\_\_\_\_

Name: William Glass

Title: President and CEO

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Signature Page to Trademark Security Agreement*

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

Grantor:

PG USA, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

BANK OF AMERICA, N.A.

By:  \_\_\_\_\_

Name: **MATTHEW R. VAN STEENHUYSE**

Title: **SENIOR VICE PRESIDENT**

*Signature Page to Trademark Security Agreement*

**TRADEMARK  
REEL: 005556 FRAME: 0662**

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. / Date</b>	<b>App. No. / Filed</b>	<b>Owner</b>	<b>Status</b>
\$ PRICEGRABBER SMART SHOPPING ANYTIME ANYWHERE	United States	4086206 17-JAN- 2012	85137819 24-SEP-2010	PG USA, LLC	Registered
BOTTOMDOLLAR.COM	United States	2416972 02-JAN- 2001	75680052 30-APR-1999	PG USA, LLC	Registered
COUPON GRABBER	United States	3842999 31-AUG- 2010	77846879 12-OCT- 2009	PG USA, LLC	Registered
DEAL GRABBER	United States	4266906 01-JAN- 2013	85475947 17-NOV- 2011	PG USA, LLC	Registered
DEALGRABBER	United States	4270791 08-JAN- 2013	85475933 17-NOV- 2011	PG USA, LLC	Registered
<i>DESIGN ONLY</i>	United States	2871744 10-AUG- 2004	78283515 05-AUG- 2003	PG USA, LLC	Registered
P3 DIGITAL MEDIA PREMIER BRANDS, PREMIUM PUBLISHERS, POSITIVE RESULTS	United States	4166812 03-JUL- 2012	85360956 30-JUN-2011	PG USA, LLC	Registered
PRECIOMANIA	United States	3132945 22-AUG- 2006	78717988 21-SEP-2005	PG USA, LLC	Registered
PRICEGRABBER	United States	4076003 27-DEC- 2011	85137858 24-SEP-2010	PG USA, LLC	Registered
PRICEGRABBER	United States	2433561 06-MAR- 2001	76004478 20-MAR- 2000	PG USA, LLC	Registered
PRICEGRABBER.COM	United States	2582289 18-JUN- 2002	76337873 14-NOV- 2001	PG USA, LLC	Registered
SMART SHOPPING ANYTIME ANYWHERE	United States	4001486 26-JUL- 2011	85137894 24-SEP-2010	PG USA, LLC	Registered
THE SMART PLACE TO START YOUR SHOPPING	United States	2585393 25-JUN- 2002	76337872 14-NOV- 2001	PG USA, LLC	Registered
SNAPETTE	United States	4350232 11-JUN- 2013	85760967 23-OCT- 2012	PG USA, LLC	Registered