

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lee Procurement Solutions Co.		06/12/2015	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	Wilmington Trust National Association, as Collateral Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4654340	CONNECT ME LOCAL	
Serial Number:	86444133	SELLITMT.COM	
Serial Number:	86519288	IN	
Serial Number:	86519292	IN INSPIRED LIVING	
Serial Number:	86632941	INSPIRED LIVING	
CORRESPONDENCE DATA			
Fax Number:	5633241616		
<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:	(563) 324-3246		
Email:	USPTOmail@l-wlaw.com		
Correspondent Name:	LANE & WATERMAN LLP		
Address Line 1:	220 N. Main Street, Suite 600		
Address Line 4:	Davenport, IOWA 52801		
NAME OF SUBMITTER:	April A. Price		
SIGNATURE:	/APRIL A. PRICE/		
DATE SIGNED:	06/25/2015		

OP \$140.00 4654340

Total Attachments: 5

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, LEE PROCUREMENT SOLUTIONS CO., an Iowa corporation (the "Grantor") with principal offices at 201 N. Harrison Street, Suite 600, Davenport, IA 52801, hereby grants to WILMINGTON TRUST NATIONAL ASSOCIATION as Collateral Agent, with principal offices at 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402 (the "Grantee"), for the benefit of the Secured Creditors, a continuing security interest in the Grantor's Collateral, including all of the Grantor's right, title and interest in, to and under (i) the Marks including but not limited to those set forth on Schedule A attached hereto and, (ii) all Proceeds and products of, and all accessions to, substitutions and replacements for, and rents, profits and products of the Marks. Capitalized terms used herein without definition are used as defined in the Collateral Agreement referred to below.

Grantor authorizes and requests that the U.S. Patent and Trademark Office and any other applicable government officer record this Grant.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor pursuant to the Second Lien Guarantee and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 31, 2014 (as amended, modified, restated and/or supplemented from time to time, the "Collateral Agreement"). Upon the occurrence of the Termination Date, and receipt of a written request, the Grantee shall release the security interest in the Marks acquired under this Grant pursuant to the terms of the Collateral Agreement.

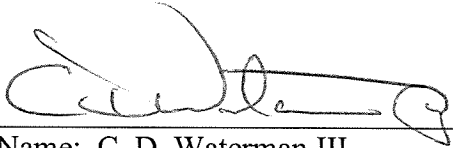
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

This Agreement and the rights and obligation of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of New York.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 12th day of June, 2015.

LEE PROCUREMENT SOLUTIONS CO., Grantor

By: 
Name: C. D. Waterman III
Title: Secretary

WILMINGTON TRUST NATIONAL
ASSOCIATION, as Collateral Agent and Grantee

By: _____
Name:
Title:

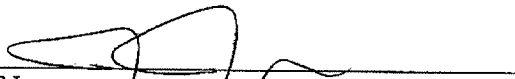
By: _____
Name:
Title:

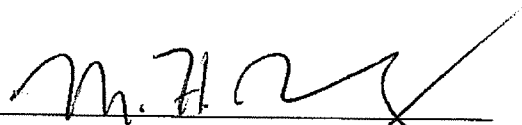
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 23 day of June, 2015.

LEE PROCUREMENT SOLUTIONS CO., Grantor

By: _____
Name: C. D. Waterman III
Title: Secretary

WILMINGTON TRUST NATIONAL
ASSOCIATION, as Collateral Agent and Grantee

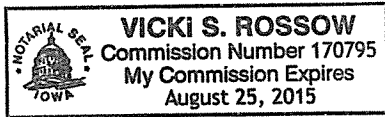
By: 
Name: **Joseph B. James**
Title: **Vice President**

By: 
Name: **Meghan H. McCauley**
Title: **Assistant Vice President**

STATE OF IOWA)
) ss.:
COUNTY OF SCOTT)

On this 12th day of June, 2015, before me personally came C. D. Waterman III, who being duly sworn, did depose and say that he is Secretary of Lee Procurement Solutions Co., that he is authorized to execute the foregoing Grant on behalf of said corporation, and that he did so by authority of the Board of Directors of said corporation.

Vicki S. Rossow
Notary Public



SCHEDULE A

Federal Marks

MARK	REGISTRATION NO.	REGISTRATION DATE
CONNECT ME LOCAL	4654340	12/9/2014

Federal Applications

MARK	APPLICATION NO.	FILE DATE
SELLITMT.COM	86444133	11/4/2014
IN	86519288	1/30/2015
IN INSPIRED LIVING	86519292	1/30/2015
INSPIRED LIVING	86632941	5/18/2015