

SCHEDULE I
TO
AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT

List of Trademarks and Trademark Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
NO PHOTO LEFT BEHIND	85508743	01/04/2012			
EVERMORE	86352673	07/30/2014			
GOEVERMORE	86354032	07/31/2014			

[Execution]

AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), made as of June 17th, 2015, by and between WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as successor to WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company ("Secured Party"), and LITL LLC, a Delaware limited liability company with its chief executive office at 501 Boylston Street, Third Floor, Boston, Massachusetts 02116 ("Debtor"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Security Agreement, dated January 7, 2010 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement") and recorded with the Trademark Division of the United States Patent and Trademark Office on February 4, 2010 at Reel/Frame 004143/0616:

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the additional trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and internet domain names registered or filed with the United States Patent and Trademark Office described in Schedule I hereto and made a part hereof (collectively, the "Additional Trademarks"); and

WHEREAS, Debtor is obligated to grant a security interest in and pledge all such Additional Trademarks and Additional Trademark Collateral (as hereinafter defined) to Secured Party, as provided by the terms and conditions of the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Schedule I to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the additional Trademark Collateral consisting of the Additional Trademarks and other Trademark Collateral related thereto (such

Additional Trademarks and Trademark Collateral related thereto being referred to herein as the "Additional Trademark Collateral").

(b) All references to the term "Trademark Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademark Collateral and the other assets described in Section 2 of this Amendment.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Secured Party set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant of Trademark Collateral to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon the Additional Trademark Collateral.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademark Collateral set forth in the Trademark Security Agreement shall apply to the Additional Trademark Collateral and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

LITC LLC
as Debtor

By: 

Name:
Title:

WELLS FARGO CAPITAL FINANCE, LLC
as Secured Party

By: _____

Name:
Title:

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

LITL LLC
as Debtor

By: _____
Name:
Title:

WELLS FARGO CAPITAL FINANCE, LLC
as Secured Party

By: Peter Schuebler
Name:
Title: **Peter Schuebler
Vice President**