

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346691

<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>
RYKO SOLUTIONS, INC.		07/02/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, as Administrative Agent		
<b>Street Address:</b>	Fifth Third Center, 38 Fountain Square Plaza		
<b>Internal Address:</b>	MD109047		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4632740	CLEANTOUCH	
<b>Registration Number:</b>	4629052	PAYSMART	
<b>Registration Number:</b>	4743924	CLEAN TOUCH	
<b>Registration Number:</b>	4584825	RYKO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774688		
<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>			
<b>Phone:</b>	(312)577-8416		
<b>Email:</b>	carole.dobbins@kattenlaw.com		
<b>Correspondent Name:</b>	Carole Dobbins c/o Katten Muchin		
<b>Address Line 1:</b>	525 W. Monroe St.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Carole Dobbins		
<b>SIGNATURE:</b>	/Carole Dobbins/		
<b>DATE SIGNED:</b>	07/02/2015		
<b>Total Attachments: 4</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of July 2, 2015, is executed and delivered by RYKO SOLUTIONS, INC., a Delaware corporation ("Grantor"), in favor of FIFTH THIRD BANK, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent") for Secured Parties under the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement.

### RECITALS:

WHEREAS, Grantor has adopted, used and is using the Trademarks set forth on Annex 1 hereto (collectively, the "Registered Trademarks");

WHEREAS, Grantor has executed and delivered in favor of Administrative Agent for the benefit of the Secured Parties that certain Guaranty, Pledge and Security Agreement dated as of July 27, 2012 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Guaranty, Pledge and Security Agreement"); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to Administrative Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of all Grantor's Secured Obligations;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of all Grantor's Secured Obligations, Grantor hereby grants to Administrative Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:

(a) all of the Registered Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

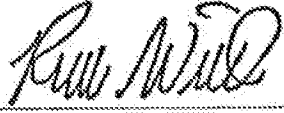
(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks.

3. *Governing Law.* This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of law principles.

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- Signature Page(s) Follow -*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

RYKO SOLUTIONS, INC., a Delaware corporation

By:   
Name: Russ Wilson  
Title: Authorized Signatory

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005567 FRAME: 0676**

ANNEX 1  
TO  
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

**Trademark Registrations**

Trademark	Registration Number	Registration Date	Jurisdiction
CLEANTOUCH	4632740	11/4/14	U.S.
PAYSMART	4629052	10/28/14	U.S.
CLEAN TOUCH	4743924	5/26/15	U.S.
RYKO	4584825	8/12/14	U.S.

**Trademark Applications**

Trademark	Application Number	Application Date	Jurisdiction
None.			