

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (SENIOR DEBT)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUESPIRE, INC.		06/30/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, AS AGENT		
Street Address:	38 FOUNTAIN SQUARE PLAZA, MD 10908F		
Internal Address:	ATTENTION: STRUCTURED FINANCE GROUP		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	BANKING CORPORATION: OHIO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4407781	BLUESPIRE	
Registration Number:	2928078	MONEY CLIPS	
Registration Number:	2946334	TODAY'S HEALTHY OUTLOOK	
Registration Number:	3724705	PRIORITY PUBLISHING MARKETING INTERACTIV	
Registration Number:	4188850	PRIORITY INTEGRATED MARKETING	
Registration Number:	4447809	REAL MONEY	
Registration Number:	3287881	WOMEN'S HEALTH TODAY	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Tanya Marie Curcio		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-1055/1707/3RDTSA		

CH \$190.00 4407781

NAME OF SUBMITTER:	Julie S. Piantanida
SIGNATURE:	/julie piantanida/
DATE SIGNED:	07/09/2015
Total Attachments: 13 source=BlueSpire Third Amended and Restated Trademark Security#page1.tif source=BlueSpire Third Amended and Restated Trademark Security#page2.tif source=BlueSpire Third Amended and Restated Trademark Security#page3.tif source=BlueSpire Third Amended and Restated Trademark Security#page4.tif source=BlueSpire Third Amended and Restated Trademark Security#page5.tif source=BlueSpire Third Amended and Restated Trademark Security#page6.tif source=BlueSpire Third Amended and Restated Trademark Security#page7.tif source=BlueSpire Third Amended and Restated Trademark Security#page8.tif source=BlueSpire Third Amended and Restated Trademark Security#page9.tif source=BlueSpire Third Amended and Restated Trademark Security#page10.tif source=BlueSpire Third Amended and Restated Trademark Security#page11.tif source=BlueSpire Third Amended and Restated Trademark Security#page12.tif source=BlueSpire Third Amended and Restated Trademark Security#page13.tif	

THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of June 30, 2015 (the “Effective Date”), is entered into by and between **BLUESPIRE, INC.**, a Minnesota corporation (“Debtor”), whose principal place of business and mailing address is 7650 Edinborough Way, Suite 500, Edina, MN 55435, and **FIFTH THIRD BANK**, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors (“Agent”). Debtor hereby grants to Agent a continuing security interest in and to, and a Lien on, all of the “Trademark Collateral”, as defined in Section 2 of this Agreement. Debtor and Agent hereby further agree as follows:

1. SECURED OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the Obligations (as defined in the Credit Agreement, as defined herein) and all other liabilities, obligations and indebtedness of Debtor hereunder and under the other Loan Documents (collectively, the “Secured Obligations”).

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (collectively, the “Trademark Collateral”) comprises collectively, all of Debtor’s right, title and interest in and to: (a) all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the “Trademarks”); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (Debtor’s rights as licensor or licensee sometimes referred to in this Agreement collectively as “Trademark License Rights”); and (g) together in each case with the goodwill of Debtor’s business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor (“Intent to Use Applications”), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Fifth Amended and Restated Credit Agreement dated as of the Effective Date by and among Debtor, as a Borrower (as defined therein), the other Borrowers party thereto, the Lenders (as defined therein) and LC Issuers (as defined therein) from time to time party thereto, Agent and Fifth Third Bank, an Ohio banking corporation as Syndication Agent, Sole Bookrunner, and as Sole Lead Arranger, (as the same may be further amended,

renewed, consolidated, restated or replaced from time to time, the “Credit Agreement”). All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement, “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time; and “Ohio UCC” means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

4. LICENSES:

(a) Except for licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a “Trademark License”) included in the Trademark Collateral without the prior written consent of Agent, and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 4(b) herein.

(b) If an Event of Default has occurred and is continuing, Agent shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver notice to Debtor and to each licensee under a Trademark License terminating the Trademark Licenses, whereupon (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which Debtor expressly waives); (ii) all rights and interests of the licensees in and to and under the Trademark Licenses will revert to Debtor; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured or is waived in writing by Agent, in each case in accordance with the Credit Agreement, then, without any further action on the part of Agent, the Trademark Licenses will immediately revert with the licensees on the cessation of such Event of Default, subject to the terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce the Secured Creditors to enter into the Credit Agreement and make, and continue to make, Credit Extensions pursuant to the Loan Documents, Debtor represents to Agent and the other Secured Creditors that the following statements are as of the date hereof and as of the date that each representation and warranty set forth in the Credit Agreement is required to be made or remade pursuant thereto, true:

(a) Except for the security interest hereby granted and as may be set forth on Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free from any Lien or license (other than Permitted Liens or any license expressly permitted by this Agreement); and Debtor has full right to grant the security interest hereby granted;

(b) Set forth in Schedule I is a complete and accurate list of all federally registered Trademarks and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) Except as otherwise set forth on Schedule I, as of the date of this Agreement, each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each application for any Trademark is valid, registered or registrable and enforceable. There have been no prior uses of any item of the Trademark Collateral which could reasonably be expected to lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademark Collateral except as disclosed on Schedule I or except as expressly permitted under Section 4(a);

(e) Reasonable and proper statutory notice has been used in all material respects in connection with the use of each registered trademark and service mark;

(f) Except as may be set forth on Schedule I, as of the date of this Agreement, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights, and no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, could reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(g) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Agent of its rights or remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS: Until the Payment in Full of the Obligations has occurred and this Agreement is terminated:

(a) Debtor will furnish to Agent upon Agent's request a current list of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Agent may request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Agent shall require for the purpose of confirming and perfecting Agent's security interest in any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any federally registered Trademark License Rights or federally registered Trademarks, which is not now identified in Schedule I, (i) Debtor will give prompt written notice to Agent, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and

Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Debtor authorizes Agent to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, except, in each case, to the extent Debtor determines that the Trademark or Trademark Collateral related to such registration or application is no longer desirable in the conduct of its business and such abandonment is not materially adverse to any Secured Creditor;

(d) Debtor will notify Agent immediately in writing (i) of any information which Debtor has received or is otherwise known to Debtor, which could reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of any Secured Creditor with respect thereto; (ii) when any item of the Trademark Collateral may become abandoned or dedicated; (iii) of any adverse written determination by a court or other governmental authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral; or (iv) that Debtor is or potentially could be in default of any of the Trademark License Rights;

(e) Debtor will promptly notify Agent if any of the Trademark Collateral is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other commercially reasonable actions under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Credit Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I or any Permitted Liens otherwise expressly permitted by the Credit Agreement; or (iii) take any other action in connection with any of the items of Trademark Collateral that could

reasonably be expected to impair the value of the interests or rights of Debtor or any Secured Creditor in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark in its business, except where the failure to do so could not reasonably be expected to materially impair the value of the interests or rights of Debtor or any Secured Creditor in, to or under such Trademark; and

(h) Debtor will pay all expenses and reasonable Attorneys' Fees incurred by any Secured Creditor in the exercise (including enforcement) of any such Secured Creditor's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Secured Obligations and be secured by the Trademark Collateral and the other Loan Collateral.

7. POWER OF ATTORNEY: Debtor hereby authorizes Agent as its true and lawful attorney in fact: (a) to execute and/or authenticate on its behalf, after Debtor's failure to so act after Agent's reasonable written request therefor, and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (b) to record the security interest in any and all Trademark Collateral in favor of Agent with the United States Patent and Trademark Office (and each other applicable governmental authority), and (c) upon the occurrence and during the continuation of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Agent's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Agent with respect to any of the Trademark Collateral. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(j) of this Agreement.

8. DEFAULT:

(a) Upon the occurrence and during the continuation of an Event of Default, then, in any such event, Agent may, at Agent's option and without further notice to Debtor except as expressly provided in the Credit Agreement or the other Loan Documents, resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Agent's name or in the name of any nominee of Agent; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Agent and make the documents available to Agent at a place to be designated by Agent; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of the Agent under or in connection with the Trademark Licenses or

otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtor will, after the Payment in Full of the Obligations has occurred, be credited with the net proceeds of such sale only when they are actually received by Agent, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten (10) days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuation of such Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Agent or its designee Debtor's (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Agent may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Agent to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Agent shall not have any obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Agent to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Secured Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Agent's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Agent shall inure to the benefit of its, and each of the other Secured Creditor's, successors, assigns and affiliates to whom Secured Obligations are owed from time to time and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be

relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(d) Debtor hereby irrevocably authorizes Agent to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Agent at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that: (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Agent at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Agent as secured party. Agent is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Agent in the Trademark Collateral.

(e) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Agent's Lien on, the "Collateral" as defined in the Third Amended and Restated Security Agreement dated as of the date hereof between Debtor and Agent (the "General Security Agreement") or Agent's rights or remedies respecting the "Collateral." Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Agent under the General Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Agent.

(f) AGENT AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(g) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Agent does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Agent's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Agent's judgment, providing the Secured Creditors with the greater rights, remedies, powers, privileges, or benefits will control.

(h) Debtor recognizes that, in the event that Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to the Secured Creditors, therefore; Debtor agrees that Agent, if Agent so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(i) This Agreement will terminate ("Termination") upon Payment in Full of the Obligations. Upon such Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Agent, and Agent shall, upon Debtor's request and at Debtor's expense, execute and deliver to Debtor proper documentation acknowledging such release and shall deliver UCC termination statements with respect to its Liens granted to Agent, for the benefit of the Secured Creditors, on the Trademark Collateral pursuant to this Agreement.

(j) As between Debtor and Agent, Agent shall be conclusively presumed to be acting as agent for the Secured Creditors with full and valid authority to so act or refrain from acting.

(k) As between the Lenders, the LC Issuer and Agent, (a) Agent will hold all items of the Trademark Collateral at any time received under this Agreement in accordance with the terms of this Agreement and the Credit Agreement and (b) by accepting the benefits of this Agreement, each Lender and the LC Issuer acknowledges and agrees that (1) the obligations of Agent as holder of the Trademark Collateral and any interests therein and with respect to any disposition of any of the Trademark Collateral or any interests therein are only those obligations expressly set forth in this Agreement and the Credit Agreement and (2) unless expressly provided otherwise in the Credit Agreement, this Agreement may be enforced only by the action of Agent and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement, it being understood and agreed that such rights and remedies may be exercised by Agent, for the benefit of the Secured Creditors, upon the terms of this Agreement and the Credit Agreement.

(l) Prior to the Effective Date, Debtor and Existing Lender entered into that certain Second Amended and Restated Trademark Security Agreement dated as of February 21, 2014 (as may have been otherwise heretofore amended, the "Existing Trademark Security Agreement"). On and after the Effective Date, the Existing Trademark Security Agreement is hereby amended, restated and replaced in its entirety by this Agreement, and this Agreement and the other Loan Documents to which Debtor is a party will govern the present relationship among Debtor and the Secured Creditors with respect to the subject matter hereof. Debtor hereby further ratifies and reaffirms any and all grants of Liens by it to Agent (as assignee of the Existing Lender) for the

benefit of the Secured Creditors on the Trademark Collateral as security for the Secured Obligations, and Debtor acknowledges and confirms that the grants of the Liens by it to Agent on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Secured Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral, subject to Permitted Liens. References in any of the Loan Documents to the Existing Trademark Security Agreement shall, on and after the Effective Date, be deemed to be references to this Agreement.

(m) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN APPLICATION OF THE LAWS OF ANY STATE OTHER THAN THE STATE OF OHIO.

(n) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR AGENT, THE LC ISSUERS AND THE LENDERS TO ENTER INTO THE CREDIT AGREEMENT AND EXTEND CREDIT TO BORROWERS, DEBTOR AGREES THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE, AND WITHOUT LIMITATION ON THE ABILITY OF AGENT, THE LC ISSUERS AND THE LENDERS, AND THEIR SUCCESSORS AND PERMITTED ASSIGNS, TO EXERCISE ALL RIGHTS AS TO THE LOAN COLLATERAL AND TO INITIATE AND PROSECUTE IN ANY APPLICABLE JURISDICTION ACTIONS RELATED TO REPAYMENT AND COLLECTION OF THE SECURED OBLIGATIONS, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND PERMITTED ASSIGNS IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO. DEBTOR CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO HAVING JURISDICTION OVER THE SUBJECT MATTER IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND CONSENTS THAT ALL SERVICE OF PROCESS BE MADE BY CERTIFIED MAIL DIRECTED TO DEBTOR AT ITS ADDRESS SET FORTH IN SECTION 14.7 OF THE CREDIT AGREEMENT OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF OHIO. DEBTOR WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT INSTITUTED IN ANY OF THE AFOREMENTIONED COURTS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED IN ANY OF THE AFOREMENTIONED COURTS, AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE APPLICABLE COURT.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

BLUESPIRE, INC.

By: Jeffrey M. Goodrich
Name: Jeffrey M. Goodrich
Title: Vice President, Secretary and Treasurer

FIFTH THIRD BANK, as Agent

By: _____
Name: Brooke A. Balcom
Title: Vice President

IN WITNESS WHEREOF, Agent and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

BLUESPIRE, INC.

By: _____
Name: Jeffrey M. Goodrich
Title: Vice President, Secretary and Treasurer





FIFTH THIRD BANK, as Agent

By: Brooke Balcom
Name: Brooke A. Balcom
Title: Vice President

SCHEDULE I

TRADEMARKS AND LICENSES

U.S. Federally-Registered Trademarks


Trademark	Registration Number	Registration Date
BLUESPIRE	Registration # 4,407,781	Registered Sept. 24, 2013
	Registration #2,928,078	Registered -Feb. 22, 2005
	Registration #2,946,334	Registered -May 3, 2005
	Registration #3,724,705	Registered -Dec. 15, 2009
	Registration #4,188,850	Registered - Aug. 14, 2012
REAL MONEY	Registration #4,447,809	Registered - Dec. 10, 2013
WOMEN'S HEALTH TODAY	Registration #3,287,881	Registered - Sept. 4, 2007

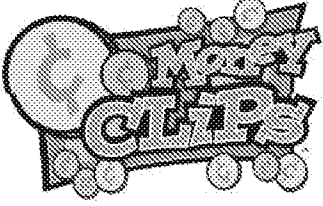

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