

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brian Unlimited Distribution Company		07/21/2015	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Triangle Mezzanine Fund, LLLP		
Street Address:	3700 Glenwood Avenue		
Internal Address:	Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	LIMITED LIABILITY LIMITED PARTNERSHIP: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3687213	THE ONLY THING WORSE THAN DYING IS . . .	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	919-821-1220		
Email:	gcollins@smithlaw.com		
Correspondent Name:	Grace S. Collins		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	11874.166		
NAME OF SUBMITTER:	Grace S. Collins		
SIGNATURE:	/s/ Grace S. Collins		
DATE SIGNED:	07/22/2015		
Total Attachments: 6			
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THIS LOAN DOCUMENT AND THE INDEBTEDNESS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF OCTOBER 15, 2014 AMONG DIALOGDIRECT, INC., A DELAWARE CORPORATION, NOVO 1 HOLDINGS, INC., A DELAWARE CORPORATION, GC SHORE HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BUDCO HOLDINGS INC., A MICHIGAN CORPORATION, DMI GC HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, NOVO 1, INC., A DELAWARE CORPORATION, BRIAN UNLIMITED DISTRIBUTION COMPANY, A MICHIGAN CORPORATION, BUDCO BUSINESS TO BUSINESS, INC., MICHIGAN CORPORATION, BUDCO EAST COAST LLC, A MICHIGAN LIMITED LIABILITY COMPANY, INSURANCE DIALOGUE AGENCY LLC, A MICHIGAN LIMITED LIABILITY COMPANY, GC ALLEGRA, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND DIALOGDIRECT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRIANGLE MEZZANINE FUND LLLP, EACH OTHER SUBORDINATED CREDITOR PARTY THERETO, AND GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT, TO THE SENIOR INDEBTEDNESS (AS DEFINED IN THE SUBORDINATION AGREEMENT); AND EACH HOLDER OF THIS LOAN DOCUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 21, 2015, is made by Brian Unlimited Distribution Company, a Michigan corporation (the "Grantor"), in favor of Triangle Mezzanine Fund, LLLP, a North Carolina limited liability limited partnership ("Triangle"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 15, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders from time to time party thereto and Triangle, as Collateral Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of October 15, 2014, in favor of the Collateral Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Collateral Agent and the Lenders as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that the foregoing grant of security interest will only cover United States "intent-to-use" trademark applications for which a verified statement of use or an amendment to allege use has been filed with and accepted by the United States Patent and Trademark Office;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one

and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of North Carolina.

Section 7. Subordination Agreement. Notwithstanding anything herein or in the Guaranty and Security Agreement to the contrary, the terms and conditions of this Trademark Security Agreement are subject to the terms and conditions of the Subordination Agreement. In the event of any conflict between the terms and conditions of this Trademark Security Agreement and the terms, conditions and provisions of the Subordination Agreement, the terms, conditions and provisions of the Subordination Agreement shall control. The rights and remedies of the Collateral Agent under this Agreement will be subject to the terms, conditions and provisions of the Subordination Agreement.

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

IN WITNESS WHEREOF, the 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.

Very truly yours,

**BRIAN UNLIMITED DISTRIBUTION
COMPANY**, a Michigan corporation
as Grantor

By: 

Name: James Guillaumin

Title: Vice President, Accounting & Finance

ACCEPTED AND AGREED
as of the date first above written:

TRIANGLE MEZZANINE FUND, LLLP,
as Collateral Agent

By: New Triangle GP, LLC
Its: General Partner

By: Triangle Capital Corporation
Its: Manager

By: *JAB*
Name: *John A. B. Jones*
Title: *Vice President*

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
THE ONLY THING WORSE THAN DYING IS . . . OUTLIVING YOUR MONEY	3687213	September 22, 2009

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.