

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM350386

<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>
GoodCents Concepts, Inc.		07/24/2015	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4286307	ENERGIZING INDIANA	
<b>Registration Number:</b>	4286309	TOGETHER WE'LL DO POWERFUL THINGS!	
<b>Registration Number:</b>	4286308	ENERGIZING INDIANA TOGETHER WE'LL DO POW	
<b>Registration Number:</b>	4286310	ENERGIZING INDIANA TOGETHER WE'LL DO POW	
<b>Registration Number:</b>	4339915	GOODCENTS CONNECT	
<b>Registration Number:</b>	4144018	GOODCENTS THE POWER TO PERFORM	
<b>Registration Number:</b>	4144019	GOODCENTS THE POWER TO PERFORM.	
<b>Registration Number:</b>	4246585	GOODCENTS CONNECT	
<b>Registration Number:</b>	3682578	GOODCENTS	
<b>Registration Number:</b>	3668632	GOODCENTS	
<b>Registration Number:</b>	2748183	GOODCENTS SOLUTIONS	
<b>Registration Number:</b>	2592144	GOOD CENTS HOME	
<b>Registration Number:</b>	2267718	GOOD CENTS	
<b>Registration Number:</b>	2250519	GOOD CENTS	
<b>Registration Number:</b>	2347535	GOOD CENTS	
<b>Registration Number:</b>	2371579	GOOD CENTS SELECT	
<b>Registration Number:</b>	2234569	GOOD CENTS ENVIRONMENTAL HOME	
<b>Registration Number:</b>	2198786	GOOD CENTS ENVIRONMENTAL HOME	
<b>Registration Number:</b>	1111117	GOOD CENTS HOME	

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Property Type	Number	Word Mark
Registration Number:	1726584	SUPER GOOD CENTS
Registration Number:	1278459	GOOD ¢ENTS
Registration Number:	1726583	SUPER GOOD CENTS
Registration Number:	1787257	GOOD CENTS

#### CORRESPONDENCE DATA

Fax Number: 3129021061

*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.*

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-779
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	08/05/2015

#### Total Attachments: 7

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 24, 2015, is made by GoodCents Concepts, Inc., a Georgia corporation ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### **WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of March 26, 2015 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time ("Credit Agreement")), by and among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of March 26, 2015 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent for the benefit of the Secured Parties 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. 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 Grantor, hereby grants to 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 Grantor (the "Trademark Collateral"):

(a)     all of its U.S. Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any "intent to use" Trademark applications for which a "statement of use" or "amendment to allege use" has not been filed (but only until such statement or amendment is filed);

(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 Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

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 New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,

**GOODCENTS CONCEPTS, INC.**  
as Grantor

By:   
Name: Benjamin Mao  
Title: Co-President

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent




By: 





Name: **Robert Martin**  
Title: **Duly Authorized Signatory**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**


**Trademark Registrations**

1. REGISTERED TRADEMARKS

Number	Mark	Application/ Registration Number	Application / Registration Date
1.	ENERGIZING INDIANA	4,286,307	2/5/2013
2.	TOGETHER WE'LL DO POWERFUL THINGS!  TOGETHER WE'LL DO POWERFUL THINGS!	4,286,309	2/5/2013
3.	ENERGIZING INDIANA TOGETHER WE'LL DO POWERFUL THINGS 	4,286,308	2/5/2013
4.	ENERGIZING INDIANA TOGETHER WE'LL DO POWERFUL THINGS  ENERGIZING INDIANA TOGETHER WE'LL DO POWERFUL THINGS.	4,286,310	2/5/2013
5.	GOODCENTS CONNECT 	4,339,915	5/21/2013
6.	GOODCENTS THE POWER TO PERFORM  GOODCENTS THE POWER TO PERFORM	4,144,018	5/15/2012
7.	GOODCENTS THE POWER TO PERFORM. 	4,144,019	5/15/2012
8.	GOODCENTS CONNECT  GOODCENTS CONNECT	4,246,585	11/20/2012

Number	Mark	Application/ Registration Number	Application / Registration Date
9.	GOODCENTS GOODCENTS	3,682,578	9/15/2009
10.	GOOD¢ENTS 	3,668,632	8/18/2009
11.	GOODCENTS SOLUTIONS	2,748,183	8/5/2003
12.	GOOD CENTS HOME	2,592,144	7/9/2002
13.	GOOD CENTS	2,267,718	8/3/1999
14.	GOOD CENTS	2,250,519	6/1/1999
15.	GOOD CENTS	2,347,535	5/2/2000
16.	GOOD CENTS SELECT	2,371,579	7/25/2000
17.	GOOD CENTS ENVIRONMENTAL HOME	2,234,569	3/23/1999
18.	GOOD CENTS ENVIRONMENTAL HOME 	2,198,786	10/20/1998
19.	GOOD CENTS HOME 	1,111,117	1/9/1979
20.	SUPER GOOD CENTS	1,726,584	10/20/1992
21.	GOOD ¢ENTS 	1,278,459	5/15/1984



Number	Mark	Application/ Registration Number	Application / Registration Date
22.	SUPER GOOD CENTS 	1,726,583	10/20/1992
23.	GOOD CENTS	1,787,257	8/10/1993

2. TRADEMARK APPLICATIONS

None.