

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Retail Equation, Inc.		08/14/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Second Lien Administrative Agent		
Street Address:	c/o Golub Capital Incorporated, 666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3995622	VERIFY RETURN AUTHORIZATION	
Registration Number:	3939244	TIMED REWARDS	
Registration Number:	3974856	THE RETAIL EQUATION	
Registration Number:	3678009	PURCHASE REWARDS	
Registration Number:	3474219	RETURN REWARDS	
Registration Number:	3319144	THE INTELLIGENT COUPON	
Registration Number:	3319145	RETURN REWARDS	
Registration Number:	3243111	RETAILCOMPARE	
Registration Number:	3245778	RETURN ACTIVITY REPORT	
Registration Number:	2429343	VERIFY-1	
Registration Number:	2458097	RETURN EXCHANGE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$290.00 3995622

TRADEMARK

ATTORNEY DOCKET NUMBER:	337968-142
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	08/14/2015

Total Attachments: 5

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF ANY COLLATERAL DOCUMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF NOVEMBER 21, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG GCI CAPITAL MARKETS LLC, AS FIRST LIEN AGENT, AND GCI CAPITAL MARKETS LLC, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR ANY COLLATERAL DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 14, 2015, is between **THE RETAIL EQUATION, INC.**, a Delaware corporation (the “Grantor”), in favor of **GCI CAPITAL MARKETS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and assigns, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Second Lien Trademark Security Agreement shall have the meanings assigned to such terms in the Second Lien Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Second Lien Credit Agreement dated as of November 21, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Second Lien Security Agreement dated as of November 21, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office) owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Second Lien Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Second Lien Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Second Lien Trademark Security Agreement and the Second Lien Security Agreement, the Second Lien Security Agreement shall govern.

Upon the occurrence of the Termination Date, the Grantee shall, at Grantor's expense, execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Grantor has caused this Second Lien Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

THE RETAIL EQUATION, INC.,
a Delaware corporation

By: 

Name: Mark S. Hammond

Title: CEO

Acknowledged:

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company,
as Second Lien Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

Schedule 1
to
Second Lien Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date
VERIFY RETURN AUTHORIZATION	77855283	10/22/09	3995622	7/19/11
TIMED REWARDS	77679874	2/27/09	3939244	3/29/11
THE RETAIL EQUATION	77320277	11/2/07	3974856	6/7/11
PURCHASE REWARDS	77319089	11/1/07	3678009	9/1/09
RETURN REWARDS	77196065	6/1/07	3474219	7/22/08
THE INTELLIGENT COUPON	76653713	1/19/06	3319144	10/23/07
RETURN REWARDS	76653714	1/19/06	3319145	10/23/07
RETAILCOMPARE	76653711	1/19/06	3243111	5/15/07
RETURN ACTIVITY REPORT	76632847	3/7/05	3245778	5/29/07
VERIFY-1	75732137	6/14/99	2429343	2/20/01
RETURN EXCHANGE	75658870	3/12/99	2458097	6/5/01

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.