

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PSKW, LLC		10/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NewStar Financial, Inc		
Street Address:	500 Boylston Street		
Internal Address:	Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3264753	TIME-RELEASE MESSAGING	
Registration Number:	3858780	ONE2ONE PERSONALIZED ECD	
Registration Number:	3893324	PSKW	
Registration Number:	3916440	PSKW INNOVATORS IN LOYALTY MARKETING	
Registration Number:	3988266	PSKW	
Registration Number:	4350401	TIME-RELEASE MESSAGING	
Serial Number:	86537968	PSKW GATEKEEPER	
Serial Number:	86538228	PSKW GATEKEEPER, POWERED BY EAGLEFORCE H	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Kim Walker c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Ave		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	122951.00005KW		

CH \$215.00 3264753

NAME OF SUBMITTER:	Kim.A.Walker
SIGNATURE:	/kaw-907/
DATE SIGNED:	10/02/2015
Total Attachments: 6 source=PSKW Trademark#page1.tif source=PSKW Trademark#page2.tif source=PSKW Trademark#page3.tif source=PSKW Trademark#page4.tif source=PSKW Trademark#page5.tif source=PSKW Trademark#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of October, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **NEWSTAR FINANCIAL, INC.** ("Newstar"), in its capacity as administrative agent for the Lenders (in such capacities, together with its successors and permitted assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 1, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **PSKW INTERMEDIATE, LLC**, a Delaware limited liability company ("Holdings"), and PSKW, LLC, a Delaware limited liability company ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender") and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of October 1, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(d) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each Lender, to secure the prompt payment in full and performance in full of all of the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks, including, without limitation, the Trademark registrations and applications set forth on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including the right to receive any damages and (ii) injury to the goodwill associated with any Trademark.

3. [RESERVED].

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks constituting Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor constituting Collateral. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. THIS

TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PSKW, LLC

By: 

Name: Robert Raffo

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

NEWSTAR FINANCIAL, INC.

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005636 FRAME: 0325

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PSKW, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:


NEWSTAR FINANCIAL, INC.

By: Brian Forde
Name: _____
Title: Brian Forde
NewStar Financial Inc.
Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Registration No./ Application No.	Registration Date/ Application Date	Status
PSKW, LLC	TIME-RELEASE MESSAGING	3,264,753	17-Jul-07	Registered
PSKW, LLC	ONE2ONE PERSONALIZED ECD	3,858,780	12-Oct-10	Registered
PSKW, LLC	PSKW	3,893,324	21-Dec-10	Registered
PSKW, LLC	 (PSKW INNOVATORS IN LOYALTY MARKETING)	3,916,440	8-Feb-11	Registered
PSKW, LLC	PSKW	3,988,266	5-Jul-11	Registered
PSKW, LLC	TIME-RELEASE MESSAGING	4,350,401	11-Jun-13	Registered
PSKW, LLC	PSKW GATEKEEPER	86/537,968	18-Feb-15	Pending
PSKW, LLC	PSKW GATEKEEPER, POWERED BY EAGLEFORCE HEALTH	86/538,228	18-Feb-15	Pending