## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM358462

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE:             | 3                 |

### **CONVEYING PARTY DATA**

| Name                      | Formerly | Execution Date | Entity Type                            |
|---------------------------|----------|----------------|--|
| Buyers Laboratory LLC     |          | 10/09/2015     | LIMITED LIABILITY<br>COMPANY: DELAWARE |
| BLI Services (UK) Limited |          | 10/09/2015     | COMPANY: UNITED KINGDOM                |

### **RECEIVING PARTY DATA**

| Name:  | U.S. Bank National Association, as administrative agent |  |
|--|---|--|
| Street Address:  | et Address: 800 Nicollet Mall                           |  |
| City: Minneapolis  |   |  |
| State/Country: MINNESOTA                                 |   |  |
| Postal Code: 55402                                       |   |  |
| Entity Type: National Banking Association: UNITED STATES |   |  |

### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4182012 | INFO360   |

### CORRESPONDENCE DATA

Fax Number: 6123408827

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.

6124926819 Phone:

Email: ip.docket@dorsey.com

**Correspondent Name:** Evan P. Everist Address Line 1: 50 South Sixth Street

Address Line 2: **Suite 1500** 

Address Line 4: Minneapolis, MINNESOTA 55402

| 235-10274       |
|-----------------|
| an P. Everist   |
| van P. Everist/ |
| /13/2015        |
| 7               |

**Total Attachments: 4** 

**TRADEMARK** REEL: 005644 FRAME: 0105

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TRADEMARK REEL: 005644 FRAME: 0106

# SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS, is made effective as of October 9, 2015, by and from BUYERS LABORATORY LLC, a Delaware limited liability company ("Borrower"), and BLI SERVICES (UK) LIMITED, a company organized under the laws of the United Kingdom ("BLI UK" and together with Borrower, the "Grantors"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as Administrative Agent (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

### **WITNESSETH:**

WHEREAS, the Borrower, the Secured Party, and the lenders from time to time party thereto, entered into a Credit Agreement dated as of May 21, 2012, as amended and restated by that certain Amended and Restated Credit Agreement dated as of October 9, 2015 (as further amended, restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, to secure the obligations under the Credit Agreement, the Borrower, BLI Holding Intermediate LLC, a Delaware limited liability company, and BLI Holding Inc., a Delaware corporation, each granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy dated as of May 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower executed and delivered to the Agent, for itself and the ratable benefit of the Secured Parties, a Confirmatory Grant of Security Interest in Trademarks, which was recorded with the United States Patent and Trademark Office on June 26, 2012, at Reel 4808, Frame 0698 (the "Existing Confirmatory Grant");

WHEREAS, in addition to the trademarks described in the Existing Confirmatory Grant, the Grantors own the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the Lenders, this Supplemental Confirmatory Grant of Security Interest in Trademarks;

WHEREAS, this Supplemental Confirmatory Grant of Security Interest in Trademarks supplements and does not replace the Existing Confirmatory Grant;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

TRADEMARK REEL: 005644 FRAME: 0107 1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

### 2) The Security Interest.

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantors (at the Grantors' expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant;
- (b) The Grantors hereby grant to the Secured Party a security interest in all of the Trademarks set forth in <u>Exhibit A</u> now owned or from time to time after the date hereof owned or acquired by the Grantors; and
- (c) Unless and until an Event of Default occurs and is continuing, the Grantors shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantors.

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IN WITNESS WHEREOF, the Grantors have executed this Supplemental Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

**BUYERS LABORATORY LLC** 

Name: Gerard I Stoia

Title: Chief Executive Officer

BLI SERVICES (UK) LIMITED

Name: Gerarda Sin

Title: Sole Director

# $\frac{\text{SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST}}{\text{IN UNITED STATES TRADEMARKS}}$

### **Exhibit A - SCHEDULE OF TRADEMARKS**

| Trademark | Status     | App. No. | App. Date   | Reg.<br>No. | Reg. Date   |
|-----------|------------|----------|-------------|-------------|-------------|
| INFO360   | REGISTERED | 85350880 | 20-JUN-2011 | 4182012     | 31-JUL-2012 |

**RECORDED: 10/13/2015** 

TRADEMARK
REEL: 005644 FRAME: 0110