

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM362655

<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>
Efficient Collaborative Retail Marketing Company, LLC		11/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
Thumbprint Ltd.		11/17/2015	CORPORATION: OHIO
PressCamp, LLC		11/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crescent Direct Lending, LLC, as Administrative Agent		
<b>Street Address:</b>	100 Federal Street, 31st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3538886	MARKETGATE	
<b>Registration Number:</b>	3552062	THUMBPRINT	
<b>Registration Number:</b>	3552063	THUMBPRINT	
<b>Registration Number:</b>	2651645	ECRM	
<b>Registration Number:</b>	2639110	EPPS	
<b>Registration Number:</b>	3238462	EFFICIENT COLLABORATIVE RETAIL MARKETING	
<b>Serial Number:</b>	86699444	ECRM CONNECT	
<b>Serial Number:</b>	86659078	A BETTER WAY TO DO BUSINESS	
<b>Registration Number:</b>	3819249	PRESSCAMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		

CH \$240.00 3538886

<b>Address Line 1:</b>	Proskauer Rose LLP
<b>Address Line 2:</b>	One International Place
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	22283/015
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<b>NAME OF SUBMITTER:</b>	Christine Slattery
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<b>SIGNATURE:</b>	/Christine Slattery/
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<b>DATE SIGNED:</b>	11/17/2015
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Crescent Direct Lending, LLC ("Crescent"), 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) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 17, 2015 (as the same may be amended, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Crescent, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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 Borrower thereunder, each Grantor hereby agrees with Agent 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and 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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(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.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 New York.

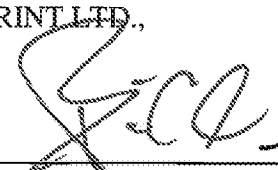
[SIGNATURE PAGES FOLLOW]

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.


EFFICIENT COLLABORATIVE RETAIL  
MARKETING COMPANY, LLC, as Grantor

By:   
Name: Brian Nelson  
Title: Chief Financial Officer

THUMBPRINT LTD.,  
as Grantor

By:   
Name: Brian Nelson  
Title: Chief Financial Officer

PRESSCAMP, LLC  
as Grantor

By:   
Name: Brian Nelson  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

CRESCENT DIRECT LENDING, LLC  
as Agent

By: \_\_\_\_\_

Name: Jake Garmey

Title: Managing Director

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005669 FRAME: 0890**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
Thumbprint Ltd.	MARKETGATE	United States	78/897,734	06/01/2006	3,538,886	11/25/2008
Thumbprint Ltd.	THUMBPRINT	Community Trademark	005513511	11/30/2006	005513511	08/22/2009
Thumbprint Ltd.	THUMBPRINT	United States	78/897,747	06/01/2006	3,552,062	12/23/2008
Thumbprint Ltd.	THUMBPRINT & DESIGN	United States	78/898,028	06/01/2006	3,552,063	12/23/2008
Efficient Collaborative Retail Marketing Company*	ECRM	Community Trademark	004919981	02/22/2006	004919981	08/25/2010
Efficient Collaborative Retail Marketing Company*	ECRM	Community Trademark	006744866	03/11/2008	006744866	02/01/2010
Efficient Collaborative Retail Marketing Company*	ECRM	United States	76/310,818	09/07/2001	2,651,645	11/19/2002
Efficient Collaborative Retail Marketing Company*	EPPS	Community Trademark	004919957	02/22/2006	004919957	04/20/2007
Efficient Collaborative Retail Marketing Company*	EPPS	United States	76/310,817	09/07/2001	2,639,110	10/22/2002
Efficient Collaborative Retail Marketing Company*	EFFICIENT COLLABORATIVE RETAIL MARKETING	United States	78/375,321	02/27/2004	3,238,462	05/01/2007

Efficient Collaborative Retail Marketing Company*	ECRM CONNECT	United States	86/699,444	07/21/2015	N/A	N/A
Efficient Collaborative Retail Marketing Company*	A BETTER WAY TO DO BUSINESS	United States	86/659,078	06/11/2015	N/A	N/A
Presscamp, LLC	PRESSCAMP	Community Trademark	008700247	11/20/2009	008700247	05/27/2010
Presscamp, LLC	PRESSCAMP	United States	77/646,783	01/09/2009	3,819,249	07/13/2010

\*Borrower's name updated pursuant to filing with Trademark Office submitted on November 13, 2015