

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366500

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marketlive, Inc.		12/18/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AB Private Credit Investors LLC, as Collateral Agent		
<b>Street Address:</b>	1345 Avenue of the Americas		
<b>Internal Address:</b>	38th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4069999	MARKETLIVE	
<b>Registration Number:</b>	4829672	INSIGHTFUL COMMERCE	
<b>Serial Number:</b>	86809952	INTELLIGENT SELLING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Dwayne C. Houston		
<b>Address Line 1:</b>	1025 Vermont Avenue NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F160264		
<b>NAME OF SUBMITTER:</b>	Teresa L. McNally		
<b>SIGNATURE:</b>	/Teresa L. McNally/		
<b>DATE SIGNED:</b>	12/18/2015		
<b>Total Attachments: 5</b>			

OP \$90.00 4069999

source=20151218113600387.MarketTrademark#page2.tif

source=20151218113600387.MarketTrademark#page3.tif

source=20151218113600387.MarketTrademark#page4.tif

source=20151218113600387.MarketTrademark#page5.tif

source=20151218113600387.MarketTrademark#page6.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of December 18, 2015 (this "Trademark Security Agreement"), is made by the Pledgor that is a signatory hereto (the "Pledgor"), in favor of AB PRIVATE CREDIT INVESTORS LLC, a Delaware limited liability company, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent"), pursuant to that certain Credit Agreement, dated as of December 18, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among MOMENTUM HOLDCO, INC., a Delaware corporation ("Parent"), MOMENTUM MERGER SUB, INC., a California corporation ("MarketLive Merger Sub"), MARKETLIVE, INC., a California corporation, as the surviving entity to the MarketLive Merger ("MarketLive"), SAFARI MERGER SUB, INC., a California corporation ("Shopatron Merger Sub"), and SHOPATRON, INC., a California corporation, as surviving entity to the Shopatron Merger ("Shopatron" and together with Parent, MarketLive Merger Sub, MarketLive and Shopatron Merger Sub, referred to hereinafter each individually as a "Borrower" and individually and collectively, jointly and severally, as the "Borrowers"), MOMENTUM INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable written request by the Pledgor, at the Pledgor's sole expense, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

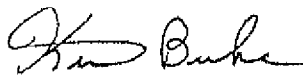
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of this page intentionally left blank]

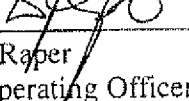
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MARKETLIVE, INC.,  
a California corporation,  
as a Pledgor

By:   
Name: Ken Burke  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**AB PRIVATE CREDIT INVESTORS LLC,**  
a Delaware limited liability company,  
as Collateral Agent

By:   
Name: Wesley Raper  
Title: Chief Operating Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005693 FRAME: 0428**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT  
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Registrant	Country
MARKETLIVE	85273550	3/22/11	4069999	12/13/11	Registered	MARKETLIVE, INC.	United States
INSIGHTFUL COMMERCE	86050011	8/28/13	4829672	10/13/15	Registered	MARKETLIVE, INC.	United States
INTELLIGENT SELLING	86809952	11/4/2015	N/A	N/A	Pending	MARKETLIVE, INC.	United States