

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ryko Solutions, Inc.		01/28/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FirstMerit Bank N.A.		
Street Address:	222 N. LaSalle St., Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	86385618	ULTRACLEAR	
Serial Number:	86186417	COLORWAVE	
Registration Number:	4632740	CLEANTOUCH	
Registration Number:	4629052	PAYSMART	
Registration Number:	4743924	CLEAN TOUCH	
Registration Number:	4584825	RYKO	
Registration Number:	4278169	RYKO SOLUTIONS, INC.	
Registration Number:	4281497	RYKO	
Registration Number:	4219092	PULSE	
Registration Number:	3560235	SOFTGLOSS MAXX	
Registration Number:	2160384	FOAMBRITE	
Registration Number:	2160385	SOFTGLOSS XS	
Registration Number:	1689853	RYKO	
Registration Number:	1598173	CODE-A-WASH	
Registration Number:	1377882	RYKO	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<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>			

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TRADEMARK

Phone: 202.906.8618
Email: ipmail@dykema.com
Correspondent Name: Eric T. Fingerhut
Address Line 1: 1300 I St., NW, Suite 300 West
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 105448-0013

NAME OF SUBMITTER: Eric T. Fingerhut

SIGNATURE: /eric t. fingerhut/

DATE SIGNED: 02/04/2016

Total Attachments: 7

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**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is dated as of January 28, 2016, by RYKO SOLUTIONS, INC., a Delaware corporation (the "Grantor"), in favor of FIRSTMERIT BANK N.A., a national banking association, for itself and its Subsidiaries and Affiliates (collectively, the "Grantee").

WITNESSETH:

WHEREAS, the Grantor has entered into that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with the Grantee, pursuant to which the Grantee has agreed to make certain loans and other financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Grantee have entered into that certain General Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein and to induce the Grantee to enter into the Credit Agreement and make extensions of credit to the Grantor pursuant to the Credit Agreement the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the indebtedness secured by the Security Agreement, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

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

Grantee as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee 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 of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

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. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.


Section 6. Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Grantee and the Grantor.

Section 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the 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.

RYKO SOLUTIONS, INC.

By: 
Name: Jesse Wurr
Title: CFO

Acknowledged:

FIRSTMERIT BANK, N.A.

By: _____
Name: Gavin Newman
Title: Senior Vice President

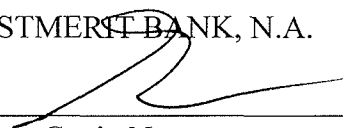
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RYKO SOLUTIONS, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

FIRSTMERCANT BANK, N.A.

By:  _____
Name: Gavin Newman
Title: Senior Vice President

ACKNOWLEDGEMENTS

STATE OF Iowa)
)ss.
COUNTY OF Polk)

I Michelle Houseman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jesse Wurth, the CEO of Ryko Solutions, Inc., is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of January, 2016.

Michelle Houseman
Notary Public

My Commission Expires: 9-29-18



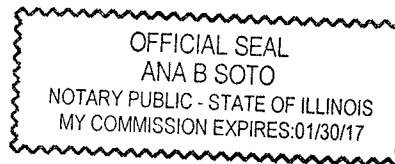
STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I Ana Soto, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gavin Newman, a Senior Vice President of FIRSTMERIT BANK, N.A., a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of January, 2016.

Ana B Soto
Notary Public

My Commission Expires: 1/30/17



**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

Pending Trademarks

Owner	Trademark	Application Number	Application Date	Registration Number	Registration Date	Status of Mark
Ryko Solutions, Inc.	ULTRACLEAR	86385618	9/4/14	N/A	N/A	Pending (Intent to Use)
Ryko Solutions, Inc.	COLORWAVE	86186417	2/6/14	N/A	N/A	Pending (Intent to Use)

Registered Trademarks

Owner	Trademark	Application Number	Application Date	Registration Number	Registration Date	Status of Mark
Ryko Solutions, Inc.	CLEANTOUCH	85551041	2/23/12	4632740	11/4/14	Registered
Ryko Solutions, Inc.	PAYSMART	85549286	2/22/12	4629052	10/28/14	Registered
Ryko Solutions, Inc.	CLEAN TOUCH	85549226	2/22/12	4743924	5/26/15	Registered
Ryko Solutions, Inc.	RYKO	85463292	11/3/11	4584825	8/12/14	Registered
Ryko Solutions, Inc.	RYKO SOLUTIONS, INC.	85463766	11/3/11	4278169	1/22/13	Registered
Ryko Solutions, Inc.	RYKO	85463325	11/3/11	4281497	1/29/12	Registered
Ryko Solutions, Inc.	PULSE	85372843	7/15/11	4219092	10/2/12	Registered
Ryko Solutions, Inc.	SOFTGLOSS MAXX	77468432	5/7/08	3560235	1/13/09	Registered
Ryko Solutions, Inc.	FOAMBRITE	75277814	4/21/97	2160384	5/26/98	Registered
Ryko Solutions, Inc.	SOFTGLOSS XS	75277823	4/21/97	2160385	5/26/98	Registered
Ryko Solutions, Inc.	RYKO	74174437	6/10/91	1689853	6/2/92	Registered
Ryko Solutions, Inc.	CODE-A-WASH	73768103	12/8/88	1598173	5/29/90	Registered
Ryko Solutions, Inc.	RYKO LOGO	73450220	10/28/83	1377882	1/14/86	Registered
Ryko Solutions, Inc.	FOAMBRITE	N/A	N/A	207928	7/8/97	Registered in Iowa