

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382584

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900361570		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPRINGSTONE, INC.		04/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86603516	CHANGES	
Serial Number:	86603127	CHANGING PEOPLE'S LIVES	
Serial Number:	85127982	SPRINGSTONE	
Serial Number:	85525300	THERE'S HOPE, THERE'S HELP	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King & Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18464.015263		
NAME OF SUBMITTER:	Mia Ramic		
SIGNATURE:	/s/ Mia Ramic		
DATE SIGNED:	05/02/2016		
Total Attachments: 8			

source=Springstone Agreement#page1.tif
source=Springstone Agreement#page2.tif
source=Springstone Agreement#page3.tif
source=Springstone Agreement#page4.tif
source=Springstone Agreement#page5.tif
source=Springstone Agreement#page6.tif
source=Springstone Agreement#page7.tif
source=Springstone Agreement#page8.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPRINGSTONE, INC.		04/20/2016	Incorporated Association: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86603516	CHANGES	
Serial Number:	86603127	CHANGING PEOPLE'S LIVES	
Serial Number:	85127982	SPRINGSTONE	
Serial Number:	85525300	THERE'S HOPE, THERE'S HELP	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
Phone:	4045723408		
Email:	mramic@kslaw.com		
<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>			
Correspondent Name:	Mia Ramic King and Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18464.015263		
NAME OF SUBMITTER:	/s/ Mia Ramic		

TRADEMARK

REEL: 005781 FRAME: 0710

Signature:	/s/ Mia Ramic
Date:	04/20/2016
Total Attachments: 5 source=Springstone Agreement#page1.tif source=Springstone Agreement#page2.tif source=Springstone Agreement#page3.tif source=Springstone Agreement#page4.tif source=Springstone Agreement#page5.tif	
RECEIPT INFORMATION	
ETAS ID:	TM381296
Receipt Date:	04/20/2016
Fee Amount:	\$115

TRADEMARK

REEL 005781 FRAME 0711

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 20, 2016, is made by SPRINGSTONE, INC., a Delaware corporation (the "Grantor"), in favor of Wells Fargo Bank, National Association, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of April 20, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors (as defined therein) and the Collateral Agent, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 the Grantor (the "Trademark Collateral"):

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

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 Grantor hereby acknowledges and agrees 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, including but not limited to Section 8.2, are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.


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, 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.

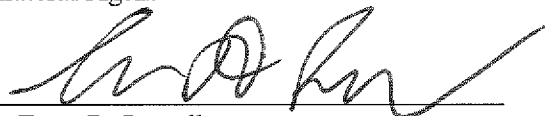
Very truly yours,

SPRINGSTONE, INC., as Grantor

By: 
Name: James Schmuck
Title: Chief Financial Officer and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: Evan D. Purcell

Title: Authorized Signatory

Schedule I
to
Trademark Security Agreement
Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	Owner	Serial No.	Registration No.	Filing Date
CHANGES	Springstone, Inc.	86603516	4910082	04/20/2015
CHANGING PEOPLE'S LIVES	Springstone, Inc.	86603127	4859182	04/20/2015
SPRINGSTONE	Springstone, Inc.	85127982	3987247	09/13/2010
THERE'S HOPE, THERE'S HELP	Springstone, Inc.	85525300	4227867	01/25/2012