

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clickspark, LLC		05/04/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive, Suite 6400		
Internal Address:	c/o Monroe Capital, LLC		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3828290	CLICKSPARK	
Registration Number:	3700219	DEGREEMATCH	
Registration Number:	3764546	REVENUEFEED	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic C/O Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	336182-12		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	05/04/2016		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 4, 2016, is made by CLICKSPARK, LLC, a New York limited liability company ("Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC ("Monroe Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for itself and the other Lenders, for the benefit of the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of July 10, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Amended and Restated Credit Agreement"), by and among Output Services Group, Inc., a New Jersey corporation ("Borrower"), OSG Holdings, Inc., a New Jersey corporation ("Holdings"), the other Loan Parties thereto, the Administrative Agent, EverBank Commercial Finance, Inc., as Revolver Servicing Agent for the Lenders, and such Lenders, the Lenders have severally agreed to make loans and other extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has executed and delivered in favor of the Administrative Agent for the benefit of the Lenders a certain Joinder to Guaranty and Collateral Agreement dated as of January 13, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Guaranty and Collateral Agreement"), pursuant to which, among other things, Grantor has granted to Administrative Agent for the benefit of the Lenders a security interest in all of the Trademark Collateral (as such term is defined below); and

WHEREAS, Lenders have required, as a condition, among others, to the making of any such extensions of credit, that Grantor execute and deliver this Agreement to Administrative Agent for the benefit of itself and the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Lender, the Administrative Agent and the Revolver Servicing Agent to enter into the Seventh Amendment to Amended and Restated Credit Agreement and to induce the Lenders and the Issuing Lender to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used above and elsewhere in this Trademark Security Agreement but not defined herein shall have the respective meanings ascribed to such terms in the Guaranty and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment, performance and observance when due (whether at stated maturity, by acceleration or otherwise) of the Borrower Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of itself and the Lenders, and grants to Administrative Agent for the benefit of itself and the Lenders a 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 Intellectual Property Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, the Trademark identified in Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business 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, in no event shall Trademarks include any application for registration of a Trademark filed with the United States Patent and Trademark Office (the "USPTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the USPTO.

Section 3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Responsible. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains fully and completely responsible for the prosecution, maintenance, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property Licenses subject to a security interest hereunder, subject to the terms and conditions of the Guaranty and Collateral Agreement. If there is a conflict between this Agreement and the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall control.

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 SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, 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.

CLICKSPARK, LLC, a New York limited liability company, as Grantor

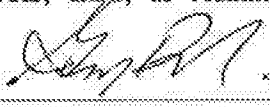
By: 

Name: Scott W. Bernstein

Title: Chairman and Chief Executive Officer

ACKNOWLEDGED AND AGREED TO
as of the day and year first written above:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: 
Name: Gerry Burrows
Title: Director

Trademark Security Agreement

TRADEMARK
REEL: 005784 FRAME: 0490

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARK

Grantor	Serial/ Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
ClickSpark, LLC	77911079	3828290	March 1, 2010	August 3, 2010
ClickSpark, LLC	77627522	3700219	December 5, 2008	October 20, 2009
ClickSpark, LLC	77597544	3764546	October 21, 2008	March 23, 2010

2. TRADEMARK APPLICATIONS

None.

3. INTELLECTUAL PROPERTY LICENSES

ClickSpark has Lead Generation agreements with the following entities, which grant 3rd parties a non-exclusive license to use ClickSpark's marketing materials, including company logos for DegreeMatch (a ClickSpark registered trademark), and HomeOwnerSavings (a material unregistered trademark):

<u>Agreement</u>
Adbrilliant LLC
Apptness Media Group, LLC
Aramis Interactive, LLC
Blutonic, Inc.
Cege Media
Clench Media, LLC
DataChamps
Diablo Media, LLC
DigitalBranding LLC
DMI Partners, Inc.
Egentic
EngageIQ
Exit Power, Inc.
FinUnited Careers, LLC
Fluent, Inc.
H2H Interactive, Inc.

Encompass Partners
Lead5 Media LLC
Lead Pulse Media, Inc.
LifeScript, Inc.
Little Brook Media
Local Staffing LLC
Lucent Media Group, LLC
Mash Marketing, Inc.
Mojo Media
Qinteractive, LLC
SilverTap, LLC
Smart Rhino Labs
Instant Media AZ, LLC
Tiburon Media Group, LLC
Tracion Media IO – HOS.docx
Tymax Media
XOptin, LLC
Voltron Interactive
Uptick Ads, LLC
Zinq Media USA, Inc.