

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385457

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Information Planning and Management Service Inc.		05/23/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Agent under the Second Lien Credit Agreement
Street Address:	500 W Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4658738	LABELMATE
Registration Number:	4617395	SHELFMATE
Registration Number:	4631571	PEGMATE
Registration Number:	4463396	RESET IN A BOX
Registration Number:	4455822	RETAIL FITNESS
Registration Number:	4336152	IT'S ABOUT THE STORE
Registration Number:	3089098	TALKING STRIPS
Registration Number:	4617760	EJ CAIMEN

CORRESPONDENCE DATA

Fax Number: 3125774565

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.

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: 387132-15

TRADEMARK

REEL: 005799 FRAME: 0708

900365585

CH \$215.00 4658738

NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	05/24/2016
Total Attachments: 5 source=Trademark Security Agreement (2L)#page1.tif source=Trademark Security Agreement (2L)#page2.tif source=Trademark Security Agreement (2L)#page3.tif source=Trademark Security Agreement (2L)#page4.tif source=Trademark Security Agreement (2L)#page5.tif	

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE SECOND LIEN GUARANTY SECURITY AGREEMENT REFERRED TO BELOW). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2016, is made by INFORMATION PLANNING AND MANAGEMENT SERVICE INC., a Delaware corporation (the "Grantor"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Second Lien Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of September 30, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders from time to time party thereto and Antares, as Agent for the Lenders, the Lenders 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 (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated September 30, 2014 (and joined by Grantor pursuant to that certain Joinder Agreement of even date herewith) in favor of the Second Lien Agent (as the same may be amended, 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, the Grantor is party to the Guaranty and Security Agreement pursuant to which 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 Second Lien Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Second Lien 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. 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 Second Lien Agent for the benefit of the Secured

Parties, and grants to the Second Lien 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, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that no Lien on and security interest is granted on any “intent to use” Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such “intent to use” Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;
- 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien 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. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

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.

Section 6. Intercreditor Agreement. Second Lien Agent, Grantors and First Lien Agent have entered into the Intercreditor Agreement. To the extent any provision of this Agreement conflicts with the Intercreditor Agreement, the Intercreditor Agreement shall control. Without limiting the generality of the foregoing, until the Discharge of First Lien Obligations (as defined in the Intercreditor Agreement), and notwithstanding anything herein to the contrary, (a) any assignment or transfer of Collateral hereunder to Second Lien Agent shall be to First Lien

Agent and (b) notwithstanding anything herein to the contrary, all rights and remedies of the Second Lien Agent and the Second Lien Creditors (as defined in the Intercreditor Agreement) shall be subject to the terms of the Intercreditor Agreement.

Section 7. 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 PAGE FOLLOWS]

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

**INFORMATION PLANNING AND
MANAGEMENT SERVICE INC.**, a Delaware
corporation, as Grantor

By: 
Name: Shannon D. Palmer
Title: Chief Financial Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Title	Application No.	Application Date	Registration No.	Registration Date	Status
EJ CAIMEN	86295970	5/30/14	4617760	10/7/14	Registered
LABELMATE	86217772	3/11/14	4658738	12/23/14	Registered
SHELFMATE	86217791	3/11/14	4617395	10/7/14	Registered
PEGMATE	86217801	3/11/14	4631571	11/4/14	Registered
RESET IN A BOX	85600787	4/18/12	4463396	1/7/14	Registered
RETAIL FITNESS	85597461	4/13/12	4455822	12/24/13	Registered
IT'S ABOUT THE STORE	85597456	4/13/12	4336152	5/14/13	Registered
TALKING STRIPS	76583066	3/25/04	3089098	5/9/06	Registered