

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
4 OVER INTERNATIONAL, LLC		06/07/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, AS COLLATERAL AGENT		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Trust: DELAWARE		
Composed Of:	<ul style="list-style-type: none"> • APOLLO CAPITAL MANAGEMENT, L.P., DELAWARE, Limited Partnership • APOLLO CAPITAL MANAGEMENT GP, LLC, DELAWARE, Limited Liability Company 		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3531094	4 OVER	
Registration Number:	3534010	PERFECTING YOUR PROFITS	
Registration Number:	3614093	SUPER TRADE PRINTER	
Registration Number:	4002368	MEMORIES PUBLISHER	
Registration Number:	4045299	IN4M	
Registration Number:	4112859	CAMPUS MEMORIES	
Registration Number:	4319555	GRAND4MAT.COM POSTERS, BANNERS INDOOR, O	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
TRADEMARK			

CH \$190.00 3531094

Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 06/07/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of June 7, 2016 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of MidCap Financial Trust ("MidCap"), in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain First Lien Credit Agreement, dated as of June 7, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Fountain Investor, LLC, a Delaware limited liability company ("Initial Holdings"), and upon consummation of the Closing Date Acquisition and the execution and delivery of the Guarantor Assumption (as each term is defined in the Credit Agreement, defined below), Fountain Parent LLC, a Delaware limited liability company ("Fountain Parent"; Fountain Parent together with Initial Holdings, collectively "Holdings"), Fountain Merger Sub, LLC, a Florida limited liability company, as a borrower (the "Initial Borrower"), and upon consummation of the Closing Date Acquisition, 4 Over International LLC, a Florida limited liability company ("Target"), with the Target surviving such merger as the borrower (the Initial Borrower and Target, collectively, the "Borrower"), each of the other Guarantors (such terms and each other capitalized term used but not defined herein having the meaning given to it in Article I) upon becoming a party thereto, the Lenders and MidCap, as administrative agent (in such capacity, "Administrative Agent") for the Lenders and as collateral agent (in such capacity, "Collateral Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, the Pledgors are 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 Pledgors are 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, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgors hereby agree 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. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Security Interest in, on and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, those United States trademark registrations and applications listed on Schedule 1 attached hereto;

(b) rights and privileges arising under applicable Legal Requirements with respect to such Pledgor's use of any of the foregoing;

- (c) Goodwill associated therewith;
- (d) continuations, extensions and renewals thereof and amendments thereto;
- (e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith;
- (f) rights corresponding thereto throughout the world;
- (g) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith; and
- (h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property). Notwithstanding anything to the contrary contained in clauses (a) through (g), the first priority Security Interest (subject to Permitted Liens) created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark application until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the USPTO with respect to such intent-to-use trademark application. but only if and to the extent that the granting of a Security Interest in such application would result in the impairment of the validity or enforceability of such application or any resulting registration; provided, that, to the extent such application is excluded from the Trademark Collateral, then upon the submission of evidence of use of such trademark, and acceptance thereof by, the USPTO, such trademark application shall automatically be included in the Trademark Collateral and will no longer constitute Excluded Property, without further action on any party's part.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with and not in limitation of the Security Interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm 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. Subject to Section 10.3 of the Security Agreement, this Trademark Security Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Security Interest of this Agreement and the other Loan Documents when the Commitments have been terminated and the Secured Obligations shall have been paid in full in accordance with the terms of the Credit Agreement (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations under the Secured Hedging Agreements and Secured Cash Management Agreements) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full, cash collateralized in accordance with the Credit Agreement or backstopped. Subject to Section 10.3 of the Security Agreement, upon termination hereof, the Security Interest granted hereby shall automatically and immediately terminate and all rights to the Pledged Collateral shall automatically and immediately revert to the applicable Pledgor or to such other person as may be entitled thereto pursuant to any applicable Legal Requirement. Upon any Asset Sale of Pledged Collateral permitted under Section 6.05 of the Credit Agreement (other than any Asset Sale to another Pledgor) the Security Interest in such Pledged

Collateral shall automatically and immediately terminate. Upon termination hereof or any such Asset Sale, permitted disposition (other than to another Pledgor) or release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent shall on the date thereof and at such other times promptly upon the request of any Pledgor, at the sole reasonable cost and expense of the Pledgors, assign, transfer and deliver to the Pledgors, against receipt and without recourse to or warranty by the Collateral Agent except that the Collateral Agent has not assigned or otherwise transferred its Security Interest in the Pledged Collateral, such of the Pledged Collateral to be released (in the case of a release) as may be in possession or control of the Collateral Agent, and, with respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 5. Recordation. Each 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 and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

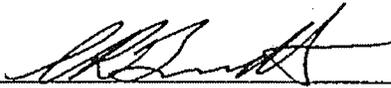
SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[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.

PLEDGORS:

4 OVER INTERNATIONAL, LLC

By: 

Name: Ian Barrett

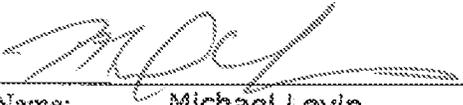
Title: Secretary

[Signature Page to Trademark Security Agreement]

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Michael Levin
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
4 Over International, LLC	3531094 11-Nov-2008	4 OVER
4 Over International, LLC	3534010 18-Nov-2008	PERFECTING YOUR PROFITS
4 Over International, LLC	3614093 28-Apr-2009	SUPER TRADE PRINTER
4 Over International, LLC	4002368 26-Jul-2011	MEMORIES PUBLISHER
4 Over International, LLC	4045299 25-Oct-2011	
4 Over International, LLC	4112859 13-Mar-2012	CAMPUS MEMORIES
4 Over International, LLC	4319555 16-Apr-2013	

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
None.		