

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388109

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EFFICIENT COLLABORATIVE RETAIL MARKETING COMPANY, LLC		06/15/2016	Limited Liability Company: DELAWARE
PRESSCAMP, LLC		06/15/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, AS AGENT		
<b>Street Address:</b>	500 WEST MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2651645	ECRM	
<b>Registration Number:</b>	2639110	EPPS	
<b>Registration Number:</b>	3238462	EFFICIENT COLLABORATIVE RETAIL MARKETING	
<b>Registration Number:</b>	3972460	REDIPOINT	
<b>Registration Number:</b>	3946824		
<b>Registration Number:</b>	3972461	REDIPOINT	
<b>Registration Number:</b>	3819249	PRESSCAMP	
<b>Serial Number:</b>	86659078	A BETTER WAY TO DO BUSINESS	
<b>Serial Number:</b>	86927532	ECRM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	312.577.8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN MUCHIN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>TRADEMARK</b>			

CH \$240.00 2651645

**Address Line 4:** CHICAGO, ILLINOIS 60661

**NAME OF SUBMITTER:** HUMBERTO AQUINO

**SIGNATURE:** /HUMBERTO AQUINO/

**DATE SIGNED:** 06/16/2016

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 15, 2016, (this “Agreement”), by Efficient Collaborative Retail Marketing Company, LLC, a Delaware limited liability company, and PressCamp, LLC, a Delaware limited liability company (each, a “Grantor”) in favor of Antares Capital LP as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of June 15, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of June 15, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among ECRM Finance Sub LLC, a Delaware limited liability company (“Buyer”), which upon effectiveness of the Merger will be merged with and into Efficient Collaborative Retail Marketing Company, LLC, a Delaware limited liability company (“Target” and together with Buyer, the “Borrower”), ECRM Intermediate Holdings LLC, a Delaware limited liability company (“Holdings”), the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and Antares Capital LP, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and

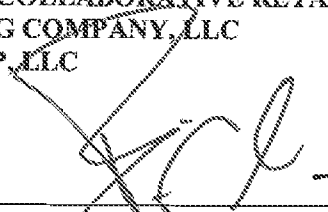
remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**EFFICIENT COLLABORATIVE RETAIL  
MARKETING COMPANY, LLC  
PRESSCAMP, LLC**

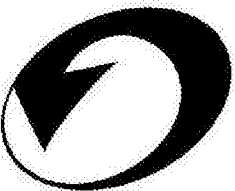
By:   
Name: Brian Nelson  
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK  
REEL: 005816 FRAME: 0608**

**SCHEDULE I**

TRADEMARKS

<b>REGISTERED OWNER</b>	<b>REGISTRATION NO.</b>	<b>TRADEMARK</b>
Efficient Collaborative Retail Marketing Company, LLC	2,651,645	ECRM
Efficient Collaborative Retail Marketing Company, LLC	2,639,110	EPPS
Efficient Collaborative Retail Marketing Company, LLC	3,238,462	EFFICIENT COLLABORATIVE RETAIL MARKETING
Efficient Collaborative Retail Marketing Company  (filing submitted to USPTO on June 15, 2016 to update the name of registrant to Efficient Collaborative Retail Marketing Company, LLC)	3,972,460	REDIPOINT
Efficient Collaborative Retail Marketing Company  (filing submitted to USPTO on June 15, 2016 to update the name of registrant to Efficient Collaborative Retail Marketing Company, LLC)	3,946,824	
Efficient Collaborative Retail Marketing Company  (filing submitted to USPTO on June 15, 2016 to update the name of registrant to Efficient Collaborative Retail Marketing Company, LLC)	3,972,461	REDIPOINT
PressCamp, LLC	3,819,249	PRESSCAMP

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Efficient Collaborative Retail Marketing Company, LLC	86/659,078	A BETTER WAY TO DO BUSINESS
Efficient Collaborative Retail Marketing Company, LLC	86/927,532	ECRM LOGO

**SCHEDULE II**

PATENTS

<b>REGISTERED OWNER</b>	<b>SERIAL NUMBER</b>	<b>DESCRIPTION</b>
Efficient Collaborative Retail Marketing Company  (filing submitted to USPTO on June 8, 2016 to update the name of registrant to Efficient Collaborative Retail Marketing Company, LLC)	8,290,898	Interactive database systems and methods for environments with high concentrations of mobile users

PATENT APPLICATIONS

None.



**SCHEDULE III**

**COPYRIGHTS**

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>
Registered to Efficient Consumer Response Management Company, Inc. (former name of ECRM)  (filing submitted to Copyright Office on November 13, 2015 to update the name of registrant to Efficient Collaborative Retail Marketing Company, LLC)	TX0004065532	EPPS information tracking system.
Registered to Efficient Consumer Response Management Company, Inc. (former name of ECRM)  (filing submitted to Copyright Office on November 13, 2015 to update the name of registrant to Efficient Collaborative Retail Marketing Company, LLC)	TXu000801058	Market Gate.

**COPYRIGHT APPLICATIONS**

None.