

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392276

<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>
Aquent LLC		07/20/2016	Limited Liability Company: DELAWARE
LiTL LLC		07/20/2016	Limited Liability Company: DELAWARE
Scout Exchange LLC		07/20/2016	Limited Liability Company: DELAWARE
Talent Drive LLC		07/20/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crystal Financial LLC		
<b>Street Address:</b>	Two International Place		
<b>Internal Address:</b>	17th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86618924	ROOM FOR MORE	
<b>Serial Number:</b>	86618912	ROOM FOR MORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<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>Email:</b>	tadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Sara M. Bauer		
<b>SIGNATURE:</b>	/sara bauer/		

OP \$65.00 86618924

<b>DATE SIGNED:</b>	07/21/2016
---------------------	------------

**Total Attachments: 5**

source=Crystal\_TRI - Amendment No. 1 to Trademark Security Agreement (Executed)#page1.tif

source=Crystal\_TRI - Amendment No. 1 to Trademark Security Agreement (Executed)#page2.tif

source=Crystal\_TRI - Amendment No. 1 to Trademark Security Agreement (Executed)#page3.tif

source=Crystal\_TRI - Amendment No. 1 to Trademark Security Agreement (Executed)#page4.tif

source=Crystal\_TRI - Amendment No. 1 to Trademark Security Agreement (Executed)#page5.tif

**AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**

This AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is dated as of July 20, 2016, by and among AQUEST LLC, a Delaware limited liability company ("Aquent"), LiTL LLC, a Delaware limited liability company ("LiTL"), SCOUT EXCHANGE LLC, a Delaware limited liability company ("Scout"), TALENT DRIVE LLC, a Delaware limited liability company ("Talent", and together with Aquent, LiTL and Scout, collectively, the "Grantors"), and CRYSTAL FINANCIAL LLC, a Delaware limited liability company, as Agent. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantors and Agent are parties to that certain Trademark Security Agreement, dated April 24, 2015, and recorded with the Trademark Division of the United States Patent and Trademark Office on April 24, 2015, at Reel/Frame 5503/0659 and at Reel/Frame 5504/0112 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Grantors have, among other things, granted to Agent a security interest in all of their present and future Trademarks, together with certain related assets, and have agreed to execute and deliver to Agent all agreements and documents as requested by Agent to evidence the security interests of Agent therein;

WHEREAS, Aquent and LiTL are the owners of the entire right, title, and interest in and to the new Trademarks described in Schedule I hereto and made a part hereof (collectively, the "Additional Trademarks"); and

WHEREAS, Grantors and Agent desire to amend Schedule I to the Trademark Security Agreement to add the Additional Trademarks thereto;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Agent hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Schedule I to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the additional Trademark Collateral consisting of the Additional Trademarks and other Trademark Collateral related thereto (such Additional Trademarks and other Trademark Collateral related thereto being referred to herein as the "Additional Trademark Collateral").

(b) All references to the term “Trademark Collateral” in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademark Collateral.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Agent set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, each Grantor hereby confirms and reaffirms its prior grant of a security interest in its Trademark Collateral to Agent, and each of Aquent and LiTL hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the Additional Trademark Collateral.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademark Collateral set forth in the Trademark Security Agreement shall apply to the Additional Trademark Collateral.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically confirmed and reaffirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Trademark Security Agreement or the Security Agreement, the term or provision of the Trademark Security Agreement or the Security Agreement, as the case may be, shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the day and year first above written.

GRANTORS:

AQUENT LLC

By: 

Name: Nunzio Domilici  
Title: Chief Financial Officer

LITL LLC

By: 

Name: Nunzio Domilici  
Title: Chief Financial Officer

SCOUT EXCHANGE LLC

By: 

Name: Ken Lazarus  
Title: President and Chief Executive Officer

TALENT DRIVE LLC

By: 

Name: Ken Lazarus  
Title: President and Chief Executive Officer

AGENT:

CRYSTAL FINANCIAL LLC,  
as Agent

By: 

Name: Mirko Andric

Title: Managing Director

[Signature Page to Amendment No. 1 to Trademark Security Agreement (Crystal)]

**TRADEMARK**  
**REEL: 005839 FRAME: 0267**

SCHEDULE I  
to  
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

United States Trademark Applications

<b>Applicant</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>
Aquent LLC	VITAMIN T & COW DESIGN (Design plus character(s))	86675280	Jun. 26, 2015
LiTL LLC	ROOM FOR MORE (Design plus character(s))	86618924	May 4, 2015
LiTL LLC	ROOM FOR MORE (Block)	86618912	May 4, 2015

[Schedule I to Amendment No. 1 to Trademark Security Agreement (Crystal)]

7577866v1