

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revenew International, LLC		07/19/2016	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Administrative Agent		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3700, Attn: Revenew Account Manager		
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:	4509786	REVENEW	
Registration Number:	4513661	REVENEW EVERYTHING TO GAIN	
Registration Number:	3488208	R REVENEW INTERNATIONAL, LLC	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Sidney R. Brown		
SIGNATURE:	/Sidney R. Brown/		
DATE SIGNED:	07/28/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of July 19, 2016, is made by REVENUE INTERNATIONAL, LLC, a North Carolina limited liability company (the "Grantor") and MADISON CAPITAL FUNDING LLC, as administrative agent for the Lenders (as defined below) (in such capacity, "Agent" or "Grantee").

RECITALS:

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Revenew Purchaser LLC, a Delaware limited liability company ("Borrower"), the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent.

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of the date hereof made by Borrower, the Grantor, and each other grantor from time to time party thereto in favor of Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"), the Grantor has granted to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of its Collateral (including all of its Trademark Collateral (as defined below)), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and to induce Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to extend credit thereunder, the Grantor hereby agrees with Agent, for the ratable benefit of the Lenders:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and terms defined in the Collateral Agreement and used herein shall have the meanings given to them in the Collateral Agreement.

2. Grant of Security Interest. Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) each Trademark listed on Schedule 1 annexed hereto, together with any extensions and renewals thereof, (but excluding any "intent-to-use" trademark applications filed under Section 1(b) of the Lanham Act, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto);

(b) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by the Grantor and Grantee primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee (or, if and as applicable, the Lenders) under and pursuant to the Credit Agreement or the Collateral Agreement but rather is intended to facilitate the exercise of such rights and remedies. Grantee shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement and the Collateral Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Collateral Agreement, the terms and provisions of the Collateral Agreement shall govern.

4. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

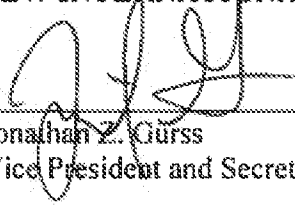
5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

6. Loan Document. This Agreement is a Loan Document under the Credit Agreement for all purposes of the Credit Agreement and the other Loan Documents.

[Signature Pages Follow]

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

RENEW INTERNATIONAL, LLC

By: 
Name: Jonathan Z. Gürss
Title: Vice President and Secretary

{RENEW - Trademark Security Agreement}

TRADEMARK
REEL: 005842 FRAME: 0829

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC,
as Agent

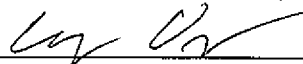
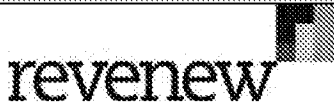


By: 
Name: Craig Dugan
Title: VP

EXHIBIT A

TRADEMARK REGISTRATIONS & APPLICATIONS

Grantor	Trademark	Serial Number	Date of Application	Registration Number	Date of Registration
Revenew International, LLC		86006611	July 10, 2013	4509786	April 8, 2014
Revenew International, LLC		85968048	June 24, 2013	4513661	April 15, 2014
Revenew International, LLC		77374584	January 17, 2008	3488208	August 19, 2008