

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BrandMuscle, Inc.		12/01/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Business Development Corporation of America, as Administrative Agent		
Street Address:	405 Park Avenue, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4461286	BRANDMUSCLE	
Registration Number:	4461287	BRANDMUSCLE	
Registration Number:	3969060	BRANDBUILDERSERVICES	
Registration Number:	3969061	BRANDBUILDERPRINT	
Registration Number:	3969062	BRANDBUILDERDIGITAL	
Registration Number:	3822821	FSI BUILDER	
Registration Number:	3287646	BUILDMYAD	
Registration Number:	2958033	BRANDPLANNER	
Registration Number:	2859911	BRANDASSEMBLER	
Registration Number:	2850684	BRANDBUILDER	
Registration Number:	2587620	BRANDMUSCLE	
Registration Number:	2593907		
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
TRADEMARK			

OP \$315.00 4461286

Address Line 2: SUITE 400
Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 036889.141

NAME OF SUBMITTER: John E. Slaughter, III.

SIGNATURE: /jes/

DATE SIGNED: 08/22/2016

Total Attachments: 5

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of December 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), between GCI Capital Markets LLC, as the First Lien Agent and Business Development Corporation of America, as the Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall control.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2015, is between **BRANDMUSCLE, INC.**, a Delaware corporation (the "Grantor"), in favor of **BUSINESS DEVELOPMENT CORPORATION OF AMERICA**, a Maryland corporation, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the U.S. Trademark registrations and U.S. Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Second Lien Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, pursuant to which, among other things, Grantor has become obligated in respect of the Obligations; and

WHEREAS, pursuant to the terms of that certain Second Lien Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in and to all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of Grantor's right, title and interest in and to 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 created or acquired:

- (1) each U.S. Trademark registration and U.S. Trademark application owned by Grantor, including, without limitation, the U.S. Trademark registrations and U.S. Trademark applications referred to in **Schedule 1** annexed hereto;

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(2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing.

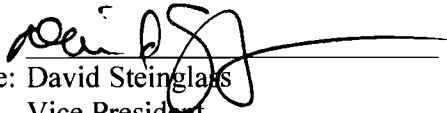
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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 of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to 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.

[Remainder of page intentionally left blank; signature pages follow.]

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

BRANDMUSCLE, INC., a Delaware corporation

By: 
Name: David Steinglass
Title: Vice President

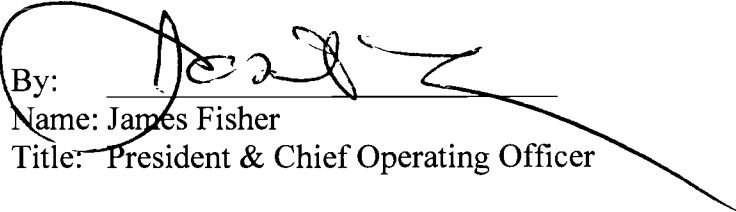
Second Lien Trademark Security Agreement

TRADEMARK
REEL: 005860 FRAME: 0645

Acknowledged:

**BUSINESS DEVELOPMENT CORPORATION
OF AMERICA**

a Maryland corporation
as Administrative Agent

By: 
Name: James Fisher
Title: President & Chief Operating Officer

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Mark	Application Date	Registration No.	Registration Date	Status of Mark	Current Owner/ Applicant
BRANDMUSCLE	2/6/13	4461286	1/7/14	Registered	BrandMuscle, Inc.
BRANDMUSCLE	2/6/13	4461287	1/7/14	Registered	BrandMuscle, Inc.
BRANDBUILDERSERVICES	4/19/10	3969060	5/31/11	Registered	BrandMuscle, Inc.
BRANDBUILDERPRINT	4/19/10	3969061	5/31/11	Registered	BrandMuscle, Inc.
BRANDBUILDERDIGITAL	4/19/10	3969062	5/31/11	Registered	BrandMuscle, Inc.
FSI BUILDER	3/27/09	3822821	7/20/10	Registered	BrandMuscle, Inc.
BUILDMYAD	11/28/06	3287646	9/4/07	Registered	BrandMuscle, Inc.
BRANDPLANNER	3/19/03	2958033	5/31/05	Registered	BrandMuscle, Inc.
BRANDASSEMBLER	5/18/02	2859911	7/6/04	Registered	BrandMuscle, Inc.
BRANDBUILDER	5/18/02	2850684	6/8/04	Registered	BrandMuscle, Inc.
BRANDMUSCLE	10/13/00	2587620	7/2/02	Registered	BrandMuscle, Inc.
<i>Design Only</i>	10/13/00	2593907	7/16/02	Registered	BrandMuscle, Inc.

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