

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YOURENCORE, INC.		10/20/2016	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	LAKE CITY BANK		
Street Address:	100 West 96th Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46260		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3129005	YOURENCORE	
Registration Number:	3509063	GRAYMATTERS NETWORK	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<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:	(317) 238-6304		
Email:	rgoode@kdlegal.com		
Correspondent Name:	Robert J. Goode		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 2800		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	LACI-61		
NAME OF SUBMITTER:	Robert J. Goode		
SIGNATURE:	/Robert J. Goode/		
DATE SIGNED:	10/21/2016		
Total Attachments: 3			
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OP \$65.00 3129005

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of October 20, 2016, by YOURENCORE, INC., an Indiana corporation (the "Grantor"), in favor of LAKE CITY BANK, an Indiana state banking institution with a mailing address of 100 West 96th Street, Indianapolis, Indiana 46260 and its successors and assigns (the "Lender").

RECITALS

A. This Agreement made in connection with certain loans in the aggregate principal amount of Thirteen Million and No/100 Dollars (\$13,000,000.00) (collectively, the "Loan") made by Lender to Grantor pursuant to that certain Credit Agreement dated as of the date hereof by and between Grantor and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") and evidenced by (i) that certain Promissory Note (Revolving Loan) dated as of the date hereof made by Grantor to Lender in the principal amount of Eight Million and No/100 Dollars (\$8,000,000.00), and (ii) that certain Promissory Note (Term Loan) dated as of the date hereof made by Grantor to Lender in the principal amount of Five Million and No/100 Dollars (\$5,000,000.00) (collectively, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to collectively, as the "Note").

B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Collateral Agreement") with Lender pursuant to which certain obligations of Grantor owed to Lender are secured, including without limitation the obligations with respect to the Credit Agreement as evidenced by the Note.

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Lender a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer or other representative thereunto as of the date first set forth above.

YOURENCORE, INC.,
an Indiana corporation

By: [Signature]
Timothy J. Tichenor, Chief Financial Officer

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Timothy J. Tichenor, the Chief Financial Officer of YourEncore, Inc., an Indiana corporation, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such corporation as such officer.

WITNESS my hand and Notarial Seal this 20th day of October, 2016.

[Signature]
Notary Public
Nancy A. Rogers
Notary Public (Printed)

My Commission Expires:
3-21-2024

My County of Residence:
Marion

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>U.S. Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Renewal Date</u>	<u>Owner</u>
YOURENCORE	3129005	8/15/2006	8/15/2026	YourEncore, Inc.

<u>U.S. Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Renewal Date</u>	<u>Owner</u>
GRAYMATTERS NETWORK	3509063	9/30/2008	9/30/2018	YourEncore, Inc.