

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406354

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Collective Bias, Inc.		11/21/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4452391	AISLE SHARE
Registration Number:	4448846	CB SOCIALLY
Registration Number:	4673015	COLECTIVALATINA
Registration Number:	4217753	COLLECTIVE BIAS
Registration Number:	4848335	SHOPPER SOCIAL MEDIA
Registration Number:	3958573	SOCIAL FABRIC
Registration Number:	4689938	SOFAB CHATS
Registration Number:	4741837	SOFAB CONNECT
Registration Number:	4576486	SOFAB U
Registration Number:	4664836	SOFAB UNIVERSITY
Registration Number:	4934104	SOFABU ON THE ROAD
Registration Number:	3962469	THE WISDOM OF CONNECTED CROWDS
Registration Number:	4680891	U
Registration Number:	4650509	
Registration Number:	4689954	
Serial Number:	86802147	INFLUENCER ACCURANK
Serial Number:	86824490	SOFAB FOOD
Serial Number:	86208941	SOFAB PERKS

OP \$490.00 4452391

Property Type	Number	Word Mark
Serial Number:	86915242	TIME SPENT WITH CONTENT

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F166741
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	11/22/2016

Total Attachments: 6

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FORM OF TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 21, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (the “**Grantor**”) in favor of Credit Suisse AG, as Administrative Agent (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantor is party to a Second Lien Security Agreement, dated as of January 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between the Grantor and the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. *Grant of Security Interest*

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise

recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

Section 2.1 *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. *Security Agreement*

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. *Recordation*

The Grantor hereby authorizes and requests that the USPTO record this Agreement.

Section 5. *Termination*

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

Section 6. *Governing Law*

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

Section 7. *Counterparts*


This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

COLLECTIVE BIAS, INC.

By: _____



Name: L. David Mounts


Title: Chief Executive Officer

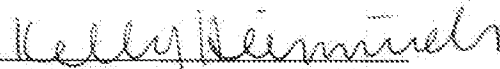
[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005926 FRAME: 0997

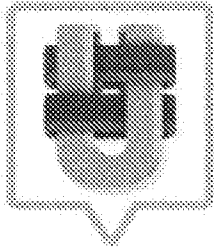
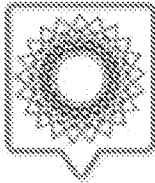
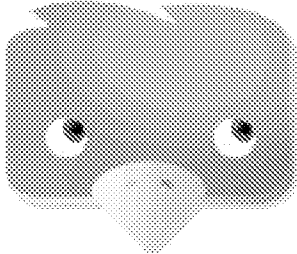
Accepted and Acknowledged by:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Kelly Helmrich
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Owner	Appl./Reg. No.	Title/Mark	Issue Date
Collective Bias, Inc.	4452391	AISLE SHARE	12/17/2013
Collective Bias, Inc.	4448846	CB SOCIALLY	12/10/2013
Collective Bias, Inc.	4673015	COLECTIVALATINA	1/13/2015
Collective Bias, Inc.	4217753	COLLECTIVE BIAS	10/2/2012
Collective Bias, Inc.	86802147	INFLUENCER ACCURANK	N/A
Collective Bias, Inc.	4848335	SHOPPER SOCIAL MEDIA	11/3/2015
Collective Bias, Inc.	3958573	SOCIAL FABRIC	5/10/2011
Collective Bias, Inc.	4689938	SOFAB CHATS	2/17/2015
Collective Bias, Inc.	4741837	SOFAB CONNECT	5/26/2015
Collective Bias, Inc.	86824490	SOFAB FOOD	N/A
Collective Bias, Inc.	86208941	SOFAB PERKS	N/A
Collective Bias, Inc.	4576486	SOFAB U	7/29/2014
Collective Bias, Inc.	4664836	SOFAB UNIVERSITY	12/30/2014
Collective Bias, Inc.	4934104	SOFABU ON THE ROAD	4/6/2016
Collective Bias, Inc.	3962469	THE WISDOM OF CONNECTED CROWDS	5/17/2011
Collective Bias, Inc.	86915242	TIME SPENT WITH CONTENT	N/A
Collective Bias, Inc.	4680891		2/3/2015
Collective Bias, Inc.	4650509		12/2/2014
Collective Bias, Inc.	4689954		2/17/2015