

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410815

<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>
NELSON WORDWIDE, INC.		12/30/2016	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEWSRING MEZZANINE CAPITAL III, L.P.		
<b>Street Address:</b>	555 E. LANCASTER AVENUE, RADNOR FINANCIAL CENTER		
<b>Internal Address:</b>	SUITE 444		
<b>City:</b>	RADNOR		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2999634	NELSON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4122810717		
<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>Phone:</b>	(412) 454-5000		
<b>Email:</b>	finkp@pepperlaw.com		
<b>Correspondent Name:</b>	PEPPER HAMILTON LLP		
<b>Address Line 1:</b>	500 GRANT STREET		
<b>Address Line 2:</b>	SUITE 5000		
<b>Address Line 4:</b>	PITTSBURGH, PENNSYLVANIA 15219-2507		
<b>ATTORNEY DOCKET NUMBER:</b>	140856.12		
<b>NAME OF SUBMITTER:</b>	PRUDENCE N. FINK		
<b>SIGNATURE:</b>	/Prudence N. Fink/		
<b>DATE SIGNED:</b>	01/03/2017		
<b>Total Attachments: 5</b>			
source=SecurityAgreement#page1.tif			
source=SecurityAgreement#page2.tif			
source=SecurityAgreement#page3.tif			

OP \$40.00 2999634

source=SecurityAgreement#page4.tif

source=SecurityAgreement#page5.tif

**THIS AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED DECEMBER 30, 2016 WITH PNC BANK, NATIONAL ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS, AS SUCH AGREEMENT MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED (OR ANY SUCCESSOR AGREEMENT WHICH REPLACES AND REFERENCES SUCH AGREEMENT).**

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") made as of this 30<sup>th</sup> day of December, 2016 by the parties identified as "Grantors" on the signature pages hereto, in favor of **NEWSRING MEZZANINE CAPITAL III, L.P.**, in its capacity as Agent ("Agent"), for the lenders (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

### W I T N E S S E T H

WHEREAS, Grantors and certain Affiliates thereof (collectively, the "Borrowers"), Lenders and Agent are parties to that certain Subordinated Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantors have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantors, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantors' trademarks and patents, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application (including, without limitation, those listed on Schedule I annexed

hereto) (such trademarks and trademark applications, the “Trademarks” and such patents and patent applications, the “Patents”), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

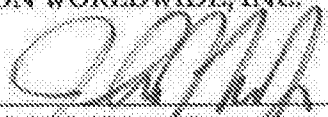
3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement which are necessary for the operation of such Grantor’s business.

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

NELSON WORLDWIDE, INC.

By:   
Name: John J. Nelson, Jr.  
Title: Chief Executive Officer and  
President

Agreed and Accepted  
as of the date first written above:

NEWSPRING MEZZANINE CAPITAL  
III, L.P., as Agent

By: NSM III GP, L.P., its General Partner  
By: NSM III GP, LLC, its General Partner

By: \_\_\_\_\_  
Name: Andrew Panzo  
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

NELSON WORLDWIDE, INC.

By: \_\_\_\_\_

Name: John J. Nelson, Jr.

Title: Chief Executive Officer and  
President

Agreed and Accepted  
as of the date first written above:

NEWSPRING MEZZANINE CAPITAL  
III, L.P., as Agent

By: NSM III GP, L.P., is General Partner

By: NSM III GP, LLC, its General Partner

By: \_\_\_\_\_

Name: Andrew Panzo

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 005957 FRAME: 0390

**SCHEDULE I**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>Owner</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Nelson (typed drawing)	Nelson Worldwide, Inc.	2,999,634	September 27, 2005

**TRADEMARK APPLICATIONS**

NONE

**PATENT REGISTRATIONS**

NONE

**PATENT APPLICATIONS**

NONE