

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412199

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Faulkner Media Group, LLC		01/12/2017	Limited Liability Company:
Advisors Assistant Holdings, Inc.		01/12/2017	Corporation:
FVisions Acquisition Corp.		01/12/2017	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	THE PRIVATEBANK AND TRUST COMPANY
<b>Street Address:</b>	120 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Corporation: ILLINOIS

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Registration Number:</b>	4555295	AMAZING MARKETING. SIMPLIFIED.
<b>Registration Number:</b>	4104280	LIVE2SITE
<b>Registration Number:</b>	4104257	VERSIMARK
<b>Registration Number:</b>	4412062	THE ART OF DIGITAL MARKETING
<b>Registration Number:</b>	2951907	ADVISORS ASSISTANT
<b>Registration Number:</b>	3839441	IMAGING ASSISTANT
<b>Serial Number:</b>	86660023	ADVISOR LAUNCHPAD
<b>Serial Number:</b>	86659969	ADVISOR LAUNCHPAD

## CORRESPONDENCE DATA

Fax Number: 4048853900

*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: 4048853155

Email: austin.padgett@troutmansanders.com

Correspondent Name: Austin Padgett

Address Line 1: 600 Peachtree St. NE, Suite 5200

Address Line 4: Atlanta, GEORGIA 30308

TRADEMARK

REEL: 005965 FRAME: 0632

900391251

CH \$215.00 4555295

<b>ATTORNEY DOCKET NUMBER:</b>	249023.9 PrivateBank(FMG)
<b>NAME OF SUBMITTER:</b>	Austin Padgett
<b>SIGNATURE:</b>	/Austin Padgett/
<b>DATE SIGNED:</b>	01/13/2017

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of January 12, 2017 by and among THE PRIVATEBANK AND TRUST COMPANY ("Lender"), FAULKNER MEDIA GROUP, LLC, a Delaware limited liability company ("FMG"), ADVISORS ASSISTANT HOLDINGS, INC., a Delaware corporation ("Assistant"), and FVISIONS ACQUISITION CORP, a Nevada corporation ("FVisions" and, together with FMG and Assistant, the "Grantors" and each, a "Grantor").

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to the Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender, the guarantors party thereto, and the Grantors dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Grantors, but only upon the condition, among others, that the Grantors shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in, among other things all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Lender a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan 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 Loan Agreement, the provisions of the Loan Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of

which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantors:

c/o Faulkner Media Group, LLC  
12395 World Trade Drive  
San Diego, CA 92128  
Attn: Cathy Sigismonti  
FAX: (858) 457-2397  
Email: [cathy.sigismonti@faulknermediagroup.com](mailto:cathy.sigismonti@faulknermediagroup.com)

c/o Faulkner Media Group, LLC  
12395 World Trade Drive  
San Diego, CA 92128  
Attn: Cathy Sigismonti  
FAX: (858) 457-2397  
Email: [cathy.sigismonti@faulknermediagroup.com](mailto:cathy.sigismonti@faulknermediagroup.com)


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FAX: (858) 457-2397  
Email: [cathy.sigismonti@faulknermediagroup.com](mailto:cathy.sigismonti@faulknermediagroup.com)

Address of Lender:


The PrivateBank and Trust Company  
120 S. LaSalle St.  
Chicago, Illinois 60603  
Attn: Joshua Roberts, Managing Director  
FAX: (312) 291-2173  
Email: [jproberts@theprivatebank.com](mailto:jproberts@theprivatebank.com)

**GRANTORS:**

**FAULKNER MEDIA GROUP, LLC**

By:   
Name: Taylor Beaupain  
Title: Vice President

**ADVISORS ASSISTANT HOLDINGS, INC.**

By:   
Name: Taylor Beaupain  
Title: President

**FVISIONS ACQUISITION CORP**

By:   
Name: Taylor Beaupain  
Title: President

**LENDER:**

**THE PRIVATE BANK AND TRUST COMPANY**

By: \_\_\_\_\_  
Name: Josh Roberts  
Title: Managing Director

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantors:

c/o Faulkner Media Group, LLC  
12395 World Trade Drive  
San Diego, CA 92128  
Attn: \_\_\_\_\_  
FAX: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

**GRANTORS:**

**FAULKNER MEDIA GROUP, LLC**

By: \_\_\_\_\_  
Name: Taylor Beaupain  
Title: Vice President

c/o Faulkner Media Group, LLC  
12395 World Trade Drive  
San Diego, CA 92128  
Attn: \_\_\_\_\_  
FAX: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

**ADVISORS ASSISTANT HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: Taylor Beaupain  
Title: President

c/o Faulkner Media Group, LLC  
12395 World Trade Drive  
San Diego, CA 92128  
Attn: \_\_\_\_\_  
FAX: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

**FVISIONS ACQUISITION CORP**


By: \_\_\_\_\_  
Name: Taylor Beaupain  
Title: President

Address of Lender:

The PrivateBank and Trust Company  
120 S. LaSalle St.  
Chicago, Illinois 60603  
Attn: Joshua Roberts, Managing Director  
FAX: (312) 291-2173  
Email: jproberts@theprivatebank.com

**LENDER:**

**THE PRIVATE BANK AND TRUST COMPANY**

By:  \_\_\_\_\_  
Name: Josh Roberts  
Title: Managing Director

[Intellectual Property Security Agreement]

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**TRADEMARK**  
**REEL: 005965 FRAME: 0637**

EXHIBIT A

Copyrights

Grantor	Copyright	Application No.	Copyright No.	Date Filed	Status
None.					

EXHIBIT B


Patents

Grantor	Patent	Application No.	Patent No.	Date Filed	Status
None.					



EXHIBIT C

Trademarks

<b>Grantor</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Date Filed</b>	<b>Status</b>
Faulkner Media Group, LLC	<u>AMAZING MARKETING SIMPLIFIED.</u>  Disclaimer: "MARKETING"	86096353	4555295	Filed: October 21, 2013	Registered June 24, 2014
Faulkner Media Group, LLC	<u>LIVE2SITE and Design</u>  	85222953	4104280	Filed: January 21, 2011	Registered February 28, 2012
Faulkner Media Group, LLC	<u>VERSIMARK</u>	85220910	4104257	Filed: January 19, 2011	Registered February 28, 2012
Faulker Media Group, LLC [sic]	<u>THE ART OF DIGITAL MARKETING</u>	85680848	4412062	Filed: July 18, 2012	Registered October 1, 2013
Advisors Assistant Holdings, Inc.	<u>ADVISORS ASSISTANT</u>	75664712	2951907	Filed: March 22, 1999	Renewed May 17, 2015
Advisors Assistant Holdings, Inc.	<u>IMAGING ASSISTANT</u>	77560623	3839441	Filed: September 2, 2008	Registered: August 24, 2010
FVisions Acquisition Corp	<u>ADVISOR LAUNCHPAD</u>	86660023	Pending	Filed: June 11, 2015	Pending
FVisions Acquisition Corp	<u>ADVISOR LAUNCHPAD</u>	86659969	Pending	Filed: June 11, 2015	Pending