

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM413796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FISHBOWL, INC.		01/26/2017	Corporation: DELAWARE
FISHBOWL MERGER SUB, INC.		01/26/2017	Corporation: DELAWARE
FISHBOWL INTERMEDIATE SUB, LLC		01/26/2017	Limited Liability Company: DELAWARE
FISHBOWL HOLDINGS, LLC		01/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OBSIDIAN AGENCY SERVICES, Inc.		
Street Address:	2951 28TH STREET, SUITE 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3824925	FISHBOWL	
Registration Number:	2541485	FISHBOWL	
CORRESPONDENCE DATA			
Fax Number:	2022631253		
<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:	2028357500		
Email:	DCIP@milbank.com		
Correspondent Name:	Lisa Coward		
Address Line 1:	1850 K Street NW, Suite 1100		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	LISA COWARD		
SIGNATURE:	/LISA COWARD/		
DATE SIGNED:	01/26/2017		

CH \$65.00 3824925

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of January 26, 2017 (this “**Agreement**”), by and among FISHBOWL, INC., a Delaware corporation (“**Target Borrower**”), FISHBOWL MERGER SUB, INC., a Delaware corporation (“**Merger Sub**”) (which on the Closing Date shall be merged with and into Target Borrower, with Target Borrower surviving the merger), FISHBOWL INTERMEDIATE SUB, LLC, a Delaware limited liability company (“**Holdings**”), FISHBOWL HOLDINGS, LLC, a Delaware limited liability company (“**Parent**”), the other Subsidiaries of Parent and each other entity from time to time party hereto (together with Target Borrower, Merger Sub, Holdings and Parent, each a “**Grantor**”, and collectively, the “**Grantors**”), and OBSIDIAN AGENCY SERVICES, Inc., as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of January 26, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors and the Collateral Agent and (b) the Credit Agreement dated as of January 26, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Target Borrower, Merger Sub, Holdings, Parent, the lenders from time to time party thereto (the “**Lenders**”), the Collateral Agent and Cortland Capital Market Services LLC, as administrative agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title or interest in or to any and all of the following assets and properties (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof listed on Schedule I (the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; provided that, at such time a verified statement of actual use of any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Grantors:

FISHBOWL INC.

By: 

Name: Dey Ganesan

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

FISHBOWL MERGER SUB, INC.

By: 
Name: Marc Bala
Title: Chief Executive Officer

FISHBOWL HOLDINGS, LLC

By: 
Name: Marc Bala
Title: Chief Executive Officer

FISHBOWL INTERMEDIATE SUB, LLC

By: 
Name: Marc Bala
Title: Chief Executive Officer

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC., as
collateral agent

By: 

Name: Philip Tseng

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005975 FRAME: 0341

Schedule I

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Serial No.</u>
Fishbowl, Inc.	Fishbowl	7/27/2010	3824925	77896962
Fishbowl, Inc.	Fishbowl	2/19/2002	2541485	75955102