

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael C. Fina Corporate Sales, Inc.		02/06/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Agent		
Street Address:	303 West Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4306387	CELEBRATE SUCCESS	
Registration Number:	3556486	ESERVICE RECOGNITION	
Registration Number:	3467909	GIFTNET	
Registration Number:	3546298	LIFESTYLES	
Registration Number:	3028924	MAGIC BOX	
Registration Number:	3169749	ONE SOURCE TOTAL RECOGNITION	
Registration Number:	3152041	TOTAL VISION RECOGNITION	
Registration Number:	3505194	FINADIRECT	
Registration Number:	2956208	DORSET	
Registration Number:	2253512	MICHAEL C. FINA	
Registration Number:	1728472	MICHAEL C. FINA	
Registration Number:	4504211	MICHAEL C. FINA	
Registration Number:	4395136	DIAMOND DASH DASH FOR A DIAMOND & A CURE	
Serial Number:	86103589	REACH	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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>			

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Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 339494-66

NAME OF SUBMITTER: Oscar Ruiz

SIGNATURE: /Oscar Ruiz/

DATE SIGNED: 02/08/2017

Total Attachments: 7

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This Trademark Security Agreement and the indebtedness evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the “**Subordination Agreement**”) dated as of April 13, 2016 among advised Maranon Mezzanine Fund II, L.P., Triangle Capital Corporation, MetLife Insurance K.K., MetLife Private Equity Holdings, LLC, Maranon Capital, L.P., in its capacity as collateral agent for the other Subordinated Creditors (as defined therein) and each other holder of Subordinated Debt (as defined therein) and BMO Harris Bank N.A., as agent to the Senior Creditors (as defined in the Subordination Agreement); and each holder of Obligations hereunder, by its acceptance hereof, shall be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2017, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of Maranon Capital, L.P. (“*Maranon*”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “*Agent*”) for the Noteholders (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of April 13, 2016 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Note Purchase Agreement*”), among HALO Branded Solutions, Inc., a Delaware corporation (the “*Issuer*”), the Noteholders from time to time party thereto and Maranon, as Agent for the Noteholders, the Noteholders have severally agreed to purchase notes from the Issuer upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Issuer) has agreed, pursuant to a Guaranty and Security Agreement of even date with the Note Purchase Agreement in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), to guarantee the Obligations (as defined in the Note Purchase Agreement) of the Issuer; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Noteholders and the Agent to enter into the Note Purchase Agreement and to induce the Noteholders to purchase their respective notes from the Issuer thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS.

Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, but excluding all Excluded Property (the "Trademark Collateral"):

- (a) all of its Trademarks (as defined in the Note Purchase Agreement) (but excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Alleged Use" with respect thereto), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. GUARANTY AND SECURITY AGREEMENT.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

SECTION 4. GRANTOR REMAINS LIABLE.

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 5. TERMINATION.

This Trademark Security Agreement shall terminate and the Lien on the 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 Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. COUNTERPARTS.

This Trademark Security 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. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 7. GOVERNING LAW.


The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

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

Very truly yours,

MICHAEL C. FINA CORPORATE SALES, INC., as
Grantor

By: 

Name: Marc Simon

Title: Chief Executive Officer and President

Acknowledged and Agreed as of the
date first above written:

MARANON CAPITAL, L.P., as Agent

By: 
Name: Robert E. Kircher III
Title: Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Trademark	Country	Serial No. and Filing Date		Registration No. and Reg. Date		Status	Owner
CELEBRATE SUCCESS	US	85502421	12/22/11	4306387	3/19/13	Registered	Michael C. Fina Corporate Sales, Inc.
ESERVICE RECOGNITION	US	77433513	3/27/08	3556486	1/6/09	Registered	Michael C. Fina Corporate Sales, Inc.
GIFTNET	US	78890419	5/23/06	3467909	7/15/08	Registered	Michael C. Fina Corporate Sales, Inc.
LIFESTYLES	US	77433462	3/27/08	3546298	12/16/08	Registered	Michael C. Fina Corporate Sales, Inc.
MAGIC BOX	US	78/534,614	12/17/04	3028924	12/13/05	Registered	Michael C. Fina Corporate Sales, Inc.
ONE SOURCE, TOTAL RECOGNITION	US	78/543,885	1/7/05	3169749	11/7/06	Registered	Michael C. Fina Corporate Sales, Inc.
TOTAL VISION RECOGNITION	US	78/543,878	1/7/05	3152041	10/3/06	Registered	Michael C. Fina Corporate Sales, Inc.
FinaDIRECT	US	77/433,531	3/27/08	3505194	9/23/08	Registered	Michael C. Fina Corporate Sales, Inc.
DORSET	US	78/381,421	3/10/04	2956208	5/24/05	Registered	Michael C. Fina Corporate Sales, Inc.
MICHAEL C. FINA	US	75/473748	4/24/98	2253512	6/15/99	Registered	Michael C. Fina Corporate Sales, Inc.
MICHAEL C. FINA	US	74/246,956	4/24/98	1728472	10/27/92	Registered	Michael C. Fina Corporate Sales, Inc.

Trademark	Country	Serial No. and Filing Date		Registration No. and Reg. Date		Status	Owner
MICHAEL C. FINA	US	85/860,813	2/26/13	4504211	4/1/14	Registered	Michael C. Fina Corporate Sales, Inc.
DIAMOND DASH DASH FOR A DIAMOND & A CURE PRESENTED BY MICHAEL C. FINA	US	85/771881	11/5/12	4395136	9/3/13	Registered	Michael C. Fina Corporate Sales, Inc.

2. TRADEMARK APPLICATIONS

Trademark	Country	Application Number. and Application Date		Status	Owner
REACH	US	86/103,589	10/28/13	Application	Michael C. Fina Corporate Sales, Inc.