

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426238

<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>
RME Group Holding Company		05/04/2017	Corporation: DELAWARE
RME, LLC		05/04/2017	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prospect Capital Corporation		
<b>Street Address:</b>	10 East 40th Street		
<b>Internal Address:</b>	42nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4314373	LEADINGRESPONSE	
<b>Registration Number:</b>	4725080	RME360	
<b>Registration Number:</b>	4725079	RME360°	
<b>Registration Number:</b>	3714605	SEMINAR RSVP	
<b>Registration Number:</b>	3256421	SEMINAR SUCCESS	
<b>Registration Number:</b>	3048121	SEMINAR SUCCESS BY RME	
<b>Registration Number:</b>	3941723	TALKING MAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126983599		
<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>	2126983500		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	DECHERT LLP		
<b>Address Line 1:</b>	1095 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036-6797		
<b>NAME OF SUBMITTER:</b>	Zhenghui (Alan) Wang		

CH \$190.00 4314373

<b>SIGNATURE:</b>	/Zhenghui (Alan) Wang/
<b>DATE SIGNED:</b>	05/04/2017
<b>Total Attachments: 5</b> source=Leading Response - Trademark Security Agreement - Executed#page1.tif source=Leading Response - Trademark Security Agreement - Executed#page2.tif source=Leading Response - Trademark Security Agreement - Executed#page3.tif source=Leading Response - Trademark Security Agreement - Executed#page4.tif source=Leading Response - Trademark Security Agreement - Executed#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of May 4, 2017, is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Prospect Capital Corporation, a Maryland corporation (“Prospect”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

### Introductory Statement

WHEREAS, pursuant to that certain Loan Agreement dated as of May 4, 2017 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among RME Group Holding Company, a Delaware corporation (“RME Group”), as the “Borrower” upon the consummation of the Closing Date Acquisition and the Borrower Assumption, Response Acquisition Corp., a Delaware corporation (“Holdings”), as the initial “Borrower” prior to the consummation of the Closing Date Acquisition and as a Guarantor at all times thereafter, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, Prospect as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of May 4, 2017 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, 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 the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

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 mortgages, pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 (the “Trademark Collateral”):

all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and claims at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (but only until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests 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 that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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 and the IP Licenses subject to a security interest hereunder.

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.

GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (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) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR

CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

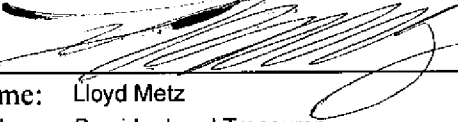
WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT ("WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS") ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement ("Amendments and Waivers"; "Notices"; "Successors and Assigns"; "Counterparts"; "Severability"; "Section Headings"; and "Integration", respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a "Loan Document" for all purposes of the Loan Agreement and the other Loan Documents.


[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

RME Group Holding Company, as Grantor

By   
Name: Lloyd Metz  
Title: President and Treasurer

RME, LLC, as Grantor

By   
Name: Lloyd Metz  
Title: President and Treasurer

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Owner	Mark	App. No.	Filing Date	Reg. #	Jurisdiction	Reg. Date	Status
RME Group Holding Company	LEADINGRESPONSE	85/527,085	1/27/2012	4,314,373	USA	4/2/2013	Active
RME, LLC	RME360	86/200,073	2/21/2014	4,725,080	USA	4/21/2015	Active
RME, LLC	RME360 & Design	86/200,070	2/21/2014	4,725,079	USA	4/21/2015	Active
RME, LLC	SEMINAR RSVP	77/702,498	3/30/2009	3,714,605	USA	11/24/2009	Active
RME, LLC DBA RESPONSE MAIL EXPRESS	SEMINAR SUCCESS	78/958,965	8/23/2006	3,256,421	USA	6/26/2007	Active
RME, LLC	SEMINAR SUCCESS BY RME	76/622,834	12/2/2004	3,048,121	USA	1/24/2006	Active
RME, LLC	TALKING MAIL	77/905,974	1/6/2010	3,941,723	USA	4/5/2011	Active