

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430539

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Acknowledgement of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Valued Relationships, Inc.		05/31/2017	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The PrivateBank and Trust Company		
<b>Street Address:</b>	120 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87449666	VRI	
<b>Serial Number:</b>	87449681	VRI	
<b>Serial Number:</b>	87449689	HERE TO HELP	
<b>Serial Number:</b>	87449698	VRI CONNECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125621041		
<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>	4125621637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	301 Grant Street, 20th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	0074431-000006		
<b>NAME OF SUBMITTER:</b>	Michael L. Dever		
<b>SIGNATURE:</b>	/Michael L. Dever/		
<b>DATE SIGNED:</b>	06/08/2017		
<b>Total Attachments: 3</b>			
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source=privatebank-valued relationships trademark security agreement#page3.tif

**ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS**

May 31, 2017

WHEREAS, VALUED RELATIONSHIPS, INC., an Ohio corporation ("**Grantor**"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "**Trademarks**");

WHEREAS, Grantor has entered into a Guaranty and Collateral Agreement, dated as of January 31, 2014 (by and among Grantor, Administrative Agent (as defined below), and certain other loan parties from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Guaranty and Collateral Agreement**"), in favor of The PrivateBank and Trust Company, as administrative agent for certain lenders (in such capacity, "**Administrative Agent**");

WHEREAS, pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "**Collateral**"), to secure the payment, performance and observance of the Obligations (as defined in the Guaranty and Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Administrative Agent for the benefit of certain lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the Collateral are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS]

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

VALUED RELATIONSHIPS, INC.

By:   
Name: Christopher Hendriksen  
Title: Chief Executive Officer

**SCHEDULE 1 TO**  
**ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS**

**REGISTERED AND UNREGISTERED TRADEMARKS**

<b>TRADEMARKS</b>	<b>U.S. SERIAL NO.</b>	<b>U.S. REGISTRATION</b>
VRI	87/449,666	5/15/17
VRI Logo	87/449,681	5/15/17
HERE TO HELP	87/449,689	5/15/17
VRI CONNECT	87/449,698	5/15/17