

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435484

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADVERTISING CONSULTANTS INCORPORATED		07/18/2017	Corporation: CALIFORNIA
ACI INTERCO, LLC		07/18/2017	Limited Liability Company: DELAWARE
ACI MEDIA GROUP INC.		07/18/2017	Corporation: CALIFORNIA
ACI LAST MILE NORTHWEST, LLC		07/18/2017	Limited Liability Company: DELAWARE
ACI LAST MILE SOUTHWEST, LLC		07/18/2017	Limited Liability Company: DELAWARE
ACI LAST MILE SOUTHEAST, LLC		07/18/2017	Limited Liability Company: DELAWARE
ACI LAST MILE CALIFORNIA, LLC		07/18/2017	Limited Liability Company: DELAWARE
ACI LAST MILE NETWORK, LLC		07/18/2017	Limited Liability Company: DELAWARE
ACI LAST MILE MIDWEST, LLC		07/18/2017	Limited Liability Company: DELAWARE
ACI LAST MILE NORTHEAST, LLC		07/18/2017	Limited Liability Company: DELAWARE
CIPS ACQUISITION, LLC		07/18/2017	Limited Liability Company: DELAWARE
CIPS MARKETING GROUP, INC.		07/18/2017	Corporation: CALIFORNIA
WESTERN STATES POSTAL SERVICE, INC.		07/18/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	CHATHAM CAPITAL MANAGEMENT IV, LLC, AS ADMINISTRATIVE AGENT
Street Address:	1230 Peachtree Street, NE, Suite 1750
Internal Address:	c/o Chatham Capital
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	Limited Liability Company: DELAWARE

TRADEMARK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5072320	ACI LAST MILE NETWORK
Registration Number:	4644768	ACI MEDIA GROUP
Registration Number:	4237169	DO NO HARM
Registration Number:	4055925	AMERICAN CIRCULATION INNOVATIONS

CORRESPONDENCE DATA

Fax Number: 7037125050

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: 703-712-5352

Email: jmiller@mcguirewoods.com

Correspondent Name: Joyce Miller

Address Line 1: 1750 Tysons Blvd.

Address Line 2: Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER: Joyce Miller

SIGNATURE: /Joyce Miller/

DATE SIGNED: 07/18/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of July 18, 2017, is executed by the undersigned (each, a “Grantor”) for the benefit of Chatham Capital Management IV, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of July 18, 2017, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the

security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

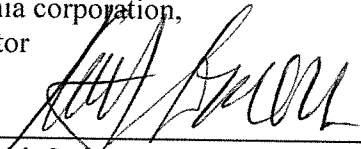
“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

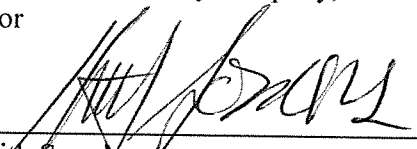
Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

ADVERTISING CONSULTANTS
INCORPORATED,
a California corporation,
as a Grantor

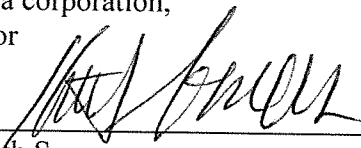
By: 
Name: Keith Somers
Title: President

ACI INTERCO, LLC,

a Delaware limited liability company,
as a Grantor


By: 
Name: Keith Somers
Title: Manager

ACI MEDIA GROUP INC.,
a California corporation,
as a Grantor

By: 
Name: Keith Somers
Title: President

ACI LAST MILE NORTHWEST, LLC,
a Delaware limited liability company,
as a Grantor

By: ACI Media Group Inc.,
a California corporation
Its: Manager

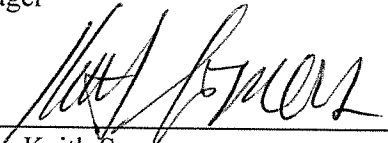
By: 
Name: Keith Somers
Title: President

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 006107 FRAME: 0622

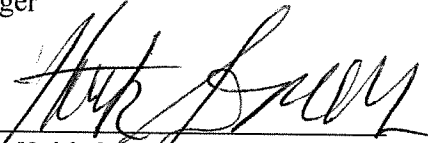
ACI LAST MILE SOUTHWEST, LLC,
a Delaware limited liability company,
as a Grantor

By: ACI Media Group Inc.,
a California corporation
Its: Manager

By: 
Name: Keith Somers
Title: President


ACI LAST MILE SOUTHEAST, LLC,
a Delaware limited liability company,
as a Grantor

By: ACI Media Group Inc.,
a California corporation
Its: Manager

By: 
Name: Keith Somers
Title: President


ACI LAST MILE CALIFORNIA, LLC,
a Delaware limited liability company,
as a Grantor

By: ACI Media Group Inc.,
a California corporation
Its: Manager

By: 
Name: Keith Somers
Title: President

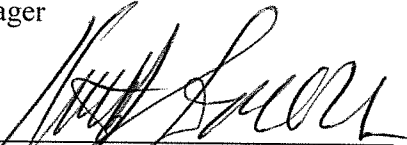
ACI LAST MILE NETWORK, LLC,
a Delaware limited liability company,
as a Grantor

By: ACI Media Group Inc.,
a California corporation
Its: Manager

By: 
Name: Keith Somers
Title: President


ACI LAST MILE MIDWEST, LLC,
a Delaware limited liability company,
as a Grantor

By: ACI Media Group Inc.,
a California corporation
Its: Manager

By: 
Name: Keith Somers
Title: President


ACI LAST MILE NORTHEAST, LLC,
a Delaware limited liability company,
as a Grantor

By: ACI Media Group Inc.,
a California corporation
Its: Manager


By: 
Name: Keith Somers
Title: President

CIPS ACQUISITION, LLC,
a Delaware limited liability company,
as a Grantor


By: ACI Interco, LLC
a Delaware limited liability company
Its: Manager

By: 
Name: Keith Somers
Title: Manager

CIPS MARKETING GROUP, INC.,
a California corporation,
as a Grantor

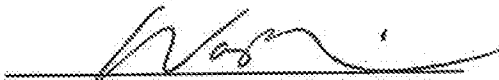
By: 
Name: Keith Somers
Title: President

WESTERN STATES POSTAL SERVICE,
INC., a California corporation,
as a Grantor

By: 
Name: Keith Somers
Title: President

Acknowledged:

CHATHAM CAPITAL
MANAGEMENT IV, LLC,
as Administrative Agent

By: 
Name: Lin Wang
Title: Partner

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 006107 FRAME: 0626

SCHEDULE 1

TRADEMARK COLLATERAL

Serial #	Registration #	Mark	Registrant
86935825	5072320	ACI LAST MILE NETWORK	Advertising Consultants Incorporated
86252560	4644768	ACI MEDIA GROUP	Advertising Consultants Incorporated
85583536	4237169	DO NO HARM	Advertising Consultants Incorporated DBA American Circulation Innovations
85280105	4055925	AMERICAN CIRCULATION INNOVATIONS	Advertising Consultants Incorporated DBA American Circulation Innovations