

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM455680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Instant Web, LLC		12/13/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	76264180	DOCPROOF	
Serial Number:	74674998	MAIL-GARD	
Serial Number:	78946427	DIRECT MARKETING LIKE NO ONE ELSE	
Serial Number:	78946446	IWCO DIRECT	
Serial Number:	78946464	IWCO DIRECT	
Serial Number:	78946469	IWCO DIRECT	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1760		
NAME OF SUBMITTER:	Scott Kareff (014951-1760)		
SIGNATURE:	/kc for sk/		

CH \$165.00 76264180

DATE SIGNED:	12/22/2017
Total Attachments: 3 source=IWCO - Trademark Security Agreement#page1.tif source=IWCO - Trademark Security Agreement#page2.tif source=IWCO - Trademark Security Agreement#page3.tif	

ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Instant Web, LLC, a Delaware limited liability company (formerly known as Instant Web, Inc.) (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated December 15, 2017 (together with all exhibits and schedules thereto, as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

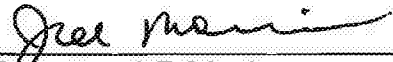
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, 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, without limitation, 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 "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee 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 WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 13, 2017.

INSTANT WEB, LLC

By: 
Name: Joseph F. Morrison
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006219 FRAME: 0708

SCHEDULE A TO ASSIGNMENT FOR SECURITY

1. Registered Trademarks

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
BREACH + GARD and Design	Canada	1444064	7/8/2009	799631	6/9/2011	Instant Web, LLC (formerly known as Instant Web, Inc.)
MAIL + GARD and Design	Canada	1444063	7/8/2009	TMA815684	1/18/2012	Instant Web, LLC (formerly known as Instant Web, Inc.)
MAIL-GARD	Canada	1208651	5/4/2001	TMA638093	4/21/2005	Instant Web, LLC (formerly known as Instant Web, Inc.)
DOCPROOF	United States of America	76/264180	5/30/2001	2772206	10/7/2003	Instant Web, LLC (formerly known as Instant Web, Inc.)
MAIL-GARD	United States of America	74/674998	5/17/1995	2002521	9/24/1996	Instant Web, LLC (formerly known as Instant Web, Inc.)
DIRECT MARKETING LIKE NO ONE ELSE	United States of America	78/946,427	8/7/2006	3249608	6/5/2007	Instant Web, LLC (formerly known as Instant Web, Inc.)
IWCO Direct	United States of America	78/946,446	8/7/2006	3249610	6/5/2007	Instant Web, LLC (formerly known as Instant Web, Inc.)
IWCO DIRECT	United States of America	78/946,464	8/7/2006	3249611	6/5/2007	Instant Web, LLC (formerly known as Instant Web, Inc.)
IWCO DIRECT	United States of America	78/946,469	8/7/2006	3249613	6/5/2007	Instant Web, LLC (formerly known as Instant Web, Inc.)

2. Trademark Applications and Trademark Licenses

NONE