

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM459132

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vesta Partners, Inc.		01/23/2018	Corporation: DELAWARE
Vesta Partners, LLC		01/23/2018	Corporation: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cerberus Business Finance, LLC, as collateral agent		
<b>Street Address:</b>	875 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4009972	QMC	
<b>Registration Number:</b>	5063961	VESTA	
<b>Registration Number:</b>	4811805	RIZING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	19th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	014951-1775		
<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951-1775)		
<b>SIGNATURE:</b>	/kc for sk/		
<b>DATE SIGNED:</b>	01/23/2018		
<b>Total Attachments: 3</b>			

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Vesta Partners, Inc. and Vesta Partners, LLC (collectively, the "Grantors") have adopted, used and are using, and hold 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 Grantors have entered into a Pledge and Security Agreement, dated January 23, 2018 (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 permitted assigns, if any, the "Collateral Agent"); and

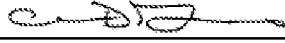
WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, 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 "Collateral" in each case, for the avoidance of doubt, excluding any Excluded Asset (as defined in the Security Agreement)), 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 Grantors do hereby grant to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the 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 Grantors have caused this Notice to be duly executed by their officers thereunto duly authorized as of January 23, 2018.

VESTA PARTNERS, INC.

By:   
Name: Carl D. Graves  
Title: Co-Chairman, Executive Vice President,  
Treasurer and Secretary

VESTA PARTNERS, LLC

By:   
Name: Carl D. Graves  
Title: Executive Vice President, Treasurer and  
Secretary

SCHEDULE A TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner</b>
QMC	U.S.	4,009,972	08/09/2011	Vesta Partners, LLC
VESTA	U.S.	5,063,961	10/18/2016	Vesta Partners, LLC
RIZING	U.S.	4,811,805	09/15/2015	Vesta Partners, Inc.