

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462947

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Club Demonstration Services, Inc.		02/21/2018	Corporation: CONNECTICUT
Daymon Worldwide Inc.		02/21/2018	Corporation: DELAWARE
Upshot LLC		02/21/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	901 Main St., 14th Floor
<b>Internal Address:</b>	TX1-492-14-11
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3943914	CDS
Registration Number:	1612314	CLUB DEMONSTRATION SERVICES
Registration Number:	5042306	THE RETAIL ODYSSEY COMPANY
Registration Number:	4880710	RETAILLOGIC
Registration Number:	4965866	DAYMON ACCELERATE
Registration Number:	4051669	DAYMON INTERACTIONS
Registration Number:	4800082	A DWW COMPANY
Registration Number:	4582698	GALILEO GLOBAL BRANDING GROUP A DWW COMP
Registration Number:	4589419	ENGAGING PEOPLE, DRIVING SALES
Registration Number:	4692853	SAS RETAIL SERVICES
Registration Number:	4568949	INTERACTIONS
Registration Number:	4427534	COUPON CONCIERGE
Registration Number:	4178127	DAYMON DESIGN
Registration Number:	4120921	DAYMON WORLDWIDE
Registration Number:	4014960	C CALIBER

OP \$465.00 3943914

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3121460	DAYMON WORLDWIDE
Registration Number:	4915538	THE SEAMLESS MARKETING AGENCY
Registration Number:	2270378	UPSHOT

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240  
*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:** 800-713-0755  
**Email:** Michael.Violet@wolterskluwer.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	02/22/2018

**Total Attachments: 8**

- source=20(a). ASM - Second Lien Trademark Security Agreement#page1.tif
- source=20(a). ASM - Second Lien Trademark Security Agreement#page2.tif
- source=20(a). ASM - Second Lien Trademark Security Agreement#page3.tif
- source=20(a). ASM - Second Lien Trademark Security Agreement#page4.tif
- source=20(a). ASM - Second Lien Trademark Security Agreement#page5.tif
- source=20(a). ASM - Second Lien Trademark Security Agreement#page6.tif
- source=20(a). ASM - Second Lien Trademark Security Agreement#page7.tif
- source=20(a). ASM - Second Lien Trademark Security Agreement#page8.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Club Demonstration Services, Inc.
- 2. Daymon Worldwide Inc.
- 3. Upshot LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other 1. Corp.-CT; 2. Corp.-DE; 3. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 21, 2018

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Second Lien Security Agreement

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 901 Main St., 14th Floor, TX1-492-14-11

City: Dallas

State: TX

Country: USA Zip: 75202

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Elaine Carrera  
Signature

February 21, 2018  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**EXECUTION VERSION**

THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of February 21, 2018, is made by Club Demonstration Services, Inc., a Connecticut corporation (“**Club Services**”), Daymon Worldwide Inc., a Delaware corporation (“**Daymon Worldwide**”) and Upshot LLC, a Delaware limited liability company (“**Upshot**” and together with Club Services and Daymon Worldwide, collectively the “**Grantors**” and each, a “**Grantor**”) in favor of Bank of America, N.A., as the Collateral Agent for the Secured Parties (as defined in the Credit Agreement) (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement, dated as of July 25, 2014, among each Grantor, the other grantors party thereto and the Collateral Agent (as supplemented by that certain Second Lien Security Agreement Supplement, dated as of August 22, 2014, by the Borrower in favor of the Collateral Agent (the “**First Security Agreement Supplement**”), as supplemented by that certain Second Lien Security Agreement Supplement, dated as of October 12, 2017, by the Borrower in favor of the Collateral Agent (the “**Second Security Agreement Supplement**”), as supplemented by that certain Second Lien Security Agreement Supplement, dated as of February 21, 2018, among each Grantor and the other grantors party thereto in favor of the Collateral Agent (the “**Third Security Agreement Supplement**”) and as further amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the Trademarks,

including the trademark and service mark registrations and applications set forth on Schedule A attached hereto (the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051,

prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

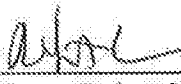
**CLUB DEMONSTRATION SERVICES, INC.**

By:   
Name: Robert Murray  
Title: Treasurer

**DAYMON WORLDWIDE INC.**

By:   
Name: Robert Murray  
Title: Treasurer

**UPSHOT LLC**

By:   
Name: Robert Murray  
Title: Treasurer

Accepted and Agreed:

**BANK OF AMERICA, N.A.**, as Collateral Agent

By: \_\_\_\_\_

Name:

**Henry Pennell**

Title:

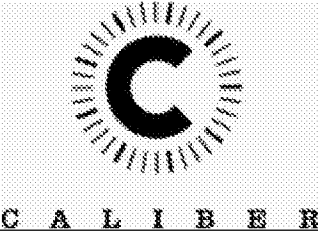
**Vice President**



## SCHEDULE A

## Registrations:

Trademark	Owner	Serial No./Date Reg. No./Date
CDS	Club Demonstration Services, Inc.	85104266 / 08/10/2010 3943914 / 04/12/2011
CLUB DEMONSTRATION SERVICES	Club Demonstration Services, Inc.	74015713 / 01/02/1990 1612314 / 09/04/1990
THE RETAIL ODYSSEY COMPANY	Daymon Worldwide Inc.	86659784 / 06/11/2015 5042306 / 09/13/2016
REATILLOGIC	Daymon Worldwide Inc.	86642267 / 05/27/2015 4880710 / 01/05/2016
DAYMON ACCELERATE	Daymon Worldwide Inc.	86542699 / 02/23/2015 4965866 / 05/24/2016
DAYMON INTERACTIONS	Daymon Worldwide Inc.	85104876 / 08/11/2010 4051669 / 11/08/2011
A DWW COMPANY	Daymon Worldwide Inc.	85790773 / 11/29/2012 4800082 / 08/25/2015
GALILEO GLOBAL BRANDING GROUP A DWW COMPANY 	Daymon Worldwide Inc.	85925705 / 05/07/2013 4582698 / 08/12/2014
ENGAGING PEOPLE, DRIVING SALES	Daymon Worldwide Inc.	85796685 / 12/06/2012 4589419 / 08/19/2014
SAS RETAIL SERVICES	Daymon Worldwide Inc.	85790402 / 11/29/2012 4692853 / 02/24/2015
INTERACTIONS	Daymon Worldwide Inc.	85736480 / 09/24/2012 4568949 / 07/15/2014
COUPON CONCIERGE	Daymon Worldwide Inc.	85690043 / 07/30/2012 4427534 / 11/05/2013
DAYMON DESIGN	Daymon Worldwide Inc.	85370482 / 07/13/2011 4178127 / 07/24/2012
DAYMON WORLDWIDE	Daymon Worldwide Inc.	85336717 / 06/02/2011

		4120921 / 04/03/2012
<p>C CALIBER</p>  <p>C A L I B E R</p>	Daymon Worldwide Inc.	85104455 / 08/10/2010 4014960 / 08/23/2011
DAYMON WORLDWIDE	Daymon Worldwide Inc.	78319728 / 10/28/2003
THE SEAMLESS MARKETING AGENCY	Upshot LLC	3121460 / 07/25/2006 4915538 / 03/08/2016
UPSHOT	Upshot LLC	2270378 / 08/17/1999

Applications:

None