

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAILSOUTH, INC.		04/23/2018	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	PennantPark Investment Administration, LLC, as administrative agent and collateral agent		
Street Address:	590 Madison Avenue, 15th Floor		
Internal Address:	Attention: Administrative Operations		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2426850	ADVERTISING THAT HITS HOME	
Registration Number:	2117868	MAILSOUTH	
Registration Number:	4325875	MSPARK	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	BROWN RUDNICK LLP		
Address Line 1:	ONE FINANCIAL CENTER		
Address Line 4:	BOSTON, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	028228.0024		
NAME OF SUBMITTER:	Mark S. Leonardo		
SIGNATURE:	/MARK S. LEONARDO/		
DATE SIGNED:	04/24/2018		
Total Attachments: 5			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of April 23, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of PennantPark Investment Administration, LLC ("PennantPark"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the other Secured Parties (as each is defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, the Grantors are party to (i) that certain Second Lien Credit Agreement dated as of April 22, 2016 (as amended, restated, modified or supplemented from time to time, the "Existing Credit Agreement"), by and among MailSouth, Inc., an Alabama corporation, (the "Borrower"), MailSouth Holdings Corp., a Delaware corporation ("Holdings"), the other Credit Parties (as defined therein) party thereto, the Lenders parties thereto, and Agent, (ii) that certain Guaranty and Security Agreement dated as of April 22, 2016 by and among the Borrower, Holdings, the other Grantors party thereto and the Agent (as amended, restated, modified or supplemented from time to time, the "Existing Guaranty and Security Agreement") and (iii) that certain Trademark Security Agreement dated as of April 22, 2016 (as amended, restated, modified or supplemented from time to time, the "Existing Trademark Security Agreement");

WHEREAS, the Existing Credit Agreement is being amended and restated in the form of the Amended and Restated Second Lien Credit Agreement, dated as of the date hereof, by and among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders from time to time party thereto and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and, in connection therewith, the Existing Guaranty and Security Agreement is being amended and restated in the form of the Amended and Restated Guaranty and Security Agreement, dated as of the date hereof, by and among the Borrower, the other Grantors party thereto, and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement");

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement, to continue to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors have agreed to continue to grant to the Agent, for the benefit of the Secured Parties, a security interest in and lien upon their respective Trademark Collateral (as defined herein) and are required to execute and deliver this Trademark Security Agreement and;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to make financial accommodations thereunder and in consideration of the mutual agreements, provisions and covenants contained therein and herein, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (as defined in the Credit Agreement), including, without limitation, those referred to on Schedule 1 hereto; provided, however, that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


Section 7. Amendment and Restatement. This Trademark Security Agreement shall be deemed to amend, restate and replace the Existing Trademark Security Agreement in its entirety. It is the intention of each of the parties hereto that the Existing Trademark Security Agreement be amended and restated so as to preserve the perfection and priority of all security interests granted pursuant to the Existing Trademark Security Agreement. It is expressly understood and agreed by each of the parties hereto that this Trademark Security Agreement is in no way intended and shall not be deemed or construed to constitute a novation agreement. Grantors acknowledge and agree that (i) each reference in the Loan Documents to the "Trademark Security Agreement" shall be a reference to this Trademark Security Agreement and (ii) with respect to matters prior to the date of this Trademark Security Agreement, all terms of the Existing Trademark Security Agreement are ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MAILSOUTH, INC.,
as Grantor

By: 
Name: Julie Abraham
Title: Chief Financial Officer and Secretary

[SIGNATURE PAGE TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademarks</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Reg. No.</u>
ADVERTISING THAT HITS HOME	MailSouth, Inc.	USPTO	February 6, 2001	2426850
MAILSOUTH	MailSouth, Inc.	USPTO	December 2, 1997	2117868
MSPARK	MailSouth, Inc.	USPTO	April 23, 2013	4325875