

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475331

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|---|----------------|--|
| RKD GROUP, INC. | FORMERLY RobbinsKersten Direct, Inc. | 05/09/2018 | Corporation: MASSACHUSETTS |
| RKD Group, LLC | FORMERLY RobbinsKersten Direct, LLC | 05/09/2018 | Limited Liability Company: DELAWARE |
| RKD Group Holdings, LLC | FORMERLY LW Robbins, LLC | 05/09/2018 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|----------------------------------|
| Name: | Eagle Fund III, L.P. |
| Street Address: | 1 N. Brentwood Blvd., Suite 1550 |
| Internal Address: | c/o Eagle Private Capital |
| City: | St. Louis |
| State/Country: | MISSOURI |
| Postal Code: | 63105 |
| Entity Type: | Limited Partnership: MISSOURI |
| Name: | Eagle Fund III-A, L.P. |
| Street Address: | 1 N. Brentwood Blvd., Suite 1550 |
| Internal Address: | c/o Eagle Private Capital |
| City: | St. Louis |
| State/Country: | MISSOURI |
| Postal Code: | 63105 |
| Entity Type: | Limited Partnership: MISSOURI |
| Name: | Eagle Fund IV, LP |
| Street Address: | 1 N. Brentwood Blvd., Suite 1550 |
| Internal Address: | c/o Eagle Private Capital |
| City: | St. Louis |
| State/Country: | MISSOURI |
| Postal Code: | 63105 |
| Entity Type: | Limited Partnership: MISSOURI |
| Name: | Eagle Fund IV-A, LP |
| Street Address: | 1 N. Brentwood Blvd., Suite 1550 |
| Internal Address: | c/o Eagle Private Capital |

TRADEMARK

| | |
|-----------------------|-------------------------------|
| City: | St. Louis |
| State/Country: | MISSOURI |
| Postal Code: | 63105 |
| Entity Type: | Limited Partnership: MISSOURI |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|-----------------------------|----------|--|
| Registration Number: | 5422608 | ALPHA DOG MARKETING |
| Serial Number: | 87677225 | RKD GROUP BREAKTHROUGH FUNDRAISING AND M |
| Serial Number: | 87677155 | RKD GROUP |
| Serial Number: | 87677073 | RKD GROUP |

CORRESPONDENCE DATA

Fax Number: 3146121301

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: 314-444-7600

Email: ipdept@lewisrice.com

Correspondent Name: Lewis Rice LLC

Address Line 1: 600 Washington Avenue, Suite 2500

Address Line 2: Box IP Department

Address Line 4: St. Louis, MISSOURI 63101

| | |
|---------------------------|--------------|
| NAME OF SUBMITTER: | Chris Volz |
| SIGNATURE: | /Chris Volz/ |
| DATE SIGNED: | 05/24/2018 |

Total Attachments: 5

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (“**Amendment**”), dated as of May 9, 2018, is made by and between RKD GROUP HOLDINGS, LLC, a Delaware limited liability company (f/k/a LW Robbins, LLC), RKD GROUP, INC., a Massachusetts corporation (f/k/a RobbinsKersten Direct, Inc.), and RKD GROUP, LLC, a Delaware limited liability company (f/k/a RobbinsKersten Direct, LLC) (separately and collectively, the “**Debtor**”), and EAGLE FUND III, L.P., EAGLE FUND III-A, L.P., EAGLE FUND IV, LP, and EAGLE FUND IV-A, LP (the “**Secured Party**”).

RECITALS

A. Debtor, Eagle Fund III, L.P., and Eagle Fund III-A, L.P. are parties to that certain Trademark Security Agreement dated as of December 18, 2017 (as the same may be further amended, supplemented or restated from time to time, the “**Security Agreement**”), pursuant to which Debtor granted, pledged and assigned to Eagle Fund III, L.P. and Eagle Fund III-A, L.P. a continuing security interest in certain trademarks of Debtor.

B. Debtor and the Secured Party desire to amend certain provisions of the Security Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Definitions. All terms capitalized but not defined in this Amendment shall have the same meanings set forth in the Security Agreement.
2. Amendment to Schedule A. Schedule A to the Security Agreement is hereby deleted in its entirety and replaced with Schedule A attached to this Amendment.
3. New Secured Parties. Eagle Fund IV, LP and Eagle Fund IV-A, LP hereby join the Security Agreement as additional secured parties, and the definition of “Secured Party” in the Security Agreement is hereby amended to include Eagle Fund IV, LP and Eagle Fund IV-A, LP.
4. References. All references in the Security Agreement to “this Agreement” shall be deemed to refer to the Security Agreement as amended hereby.
5. Representations and Warranties. Debtor hereby represents and warrants to the Secured Party as follows:
 - (a) Recitals. The Recitals in this Amendment are true and correct in all respects.
 - (b) Power; Authorization. Debtor has the corporate or limited liability company power, as applicable, and has been duly authorized by all requisite corporate or limited liability company action, as applicable, to execute and deliver this Amendment and to perform its obligations hereunder and thereunder. This Amendment has been duly executed and delivered by Debtor.
 - (c) Enforceability. This Amendment is the legal, valid and binding obligation of Debtor, enforceable against Debtor in accordance with its terms, subject to (i) applicable

bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting the rights of creditors and (ii) applicable laws and regulations and principles of equity which may restrict the enforcement of certain remedies or the availability of certain equitable remedies.

(d) No Violation. Debtor's execution, delivery and performance of this Amendment does not and will not (i) violate any law, rule, regulation or court order to which such Debtor is subject; (ii) conflict with or result in a breach of such Debtor's organizational documents or any agreement or instrument to which such Debtor is party or by which such Debtor or its properties is bound, or (iii) result in the creation or imposition of any lien, security interest or encumbrance on any property of such Debtor, whether now owned or hereafter acquired, other than liens in favor of the Secured Party.

6. Miscellaneous.

(a) Further Assurance. Debtor agrees to execute such other and further documents and instruments as the Secured Party may reasonably request to implement the provisions of this Amendment and to perfect and protect the liens and security interests created by the Security Agreement.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement.

(c) Waiver of Jury. DEBTOR WAIVES THE RIGHT TO TRIAL BY JURY (WHICH THE SECURED PARTY HEREBY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AMENDMENT OR THE SECURITY AGREEMENT.

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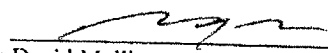
IN WITNESS WHEREOF, the parties have executed this First Amendment to Trademark Security Agreement as of the date written above.

Address

RKD Group Holdings, LLC
3400 Waterview Parkway, Suite 250
Richardson, Texas 75080

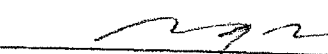
"Debtor"

RKD GROUP HOLDINGS, LLC

By: 
Name: David Mellinger
Title: Chief Financial Officer

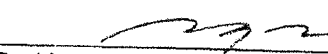
RKD Group, Inc.
3400 Waterview Parkway, Suite 250
Richardson, Texas 75080

RKD GROUP, INC.

By: 
Name: David Mellinger
Title: Chief Financial Officer

RKD Group, LLC
3400 Waterview Parkway, Suite 250
Richardson, Texas 75080

RKD GROUP, LLC

By: 
Name: David Mellinger
Title: Chief Financial Officer

DEBTOR SIGNATURE PAGE TO FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

2274855

TRADEMARK
REEL: 006335 FRAME: 0838

Address

c/o Eagle Private Capital
1 N. Brentwood, Suite 1550
St. Louis, Missouri 63105
Attention: Benjamin M. Geis and
Andrea Meyer

"Secured Party"

EAGLE FUND III, L.P.

By: EAGLE FUND III PARTNERS, L.L.C.

By: 
Name: Benjamin M. Geis
Title: Director

EAGLE FUND III-A, L.P.

By: EAGLE FUND III PARTNERS, L.L.C.

By: 
Name: Benjamin M. Geis
Title: Director

EAGLE FUND IV, LP

By: EAGLE FUND IV PARTNERS, LLC

By: 
Name: Benjamin M. Geis
Title: Managing Director

EAGLE FUND IV-A, LP

By: EAGLE FUND IV PARTNERS, LLC

By: 
Name: Benjamin M. Geis
Title: Managing Director



SECURED PARTY SIGNATURE PAGE TO FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

2274855

TRADEMARK
REEL: 006335 FRAME: 0839

SCHEDULE A
TRADEMARKS

Registrations and Applications

| <u>Trademark</u> | <u>Registration Date</u> | <u>Registration Number</u> | <u>Serial Number</u> | <u>Registered Owner</u> |
|---|--------------------------|----------------------------|----------------------|------------------------------------|
| Alpha Dog Marketing | March 13, 2018 | 5422608 | 87549706 | RKD Group, LLC d/b/a RKD Alpha Dog |
|  | Pending | Pending | 87677225 | RKD Group, LLC |
|  | Pending | Pending | 87677155 | RKD Group, LLC |
| RKD GROUP | Pending | Pending | 87677073 | RKD Group, LLC |