

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM474645

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|--|
| Advantage Insights, LLC | | 04/05/2018 | Limited Liability Company: SOUTH CAROLINA |
| Glazer-Kennedy Insider's Circle, LLC | | 04/05/2018 | Limited Liability Company: DELAWARE |
| Glazer-Kennedy Publishers, LLC | | 04/05/2018 | Corporation: DELAWARE Limited Liability Company |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | Chatham Capital Management IV, LLC |
| Street Address: | 1230 Peachtree Street NE, Promenade II |
| Internal Address: | Suite 1750 |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30309 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------|----------|--------------------------------|
| Serial Number: | 85531914 | GKIC INSIDER'S CIRCLE |
| Serial Number: | 77806051 | GLAZER-KENNEDY PUBLISHING |
| Serial Number: | 77806008 | GLAZER-KENNEDY PUBLISHING |
| Serial Number: | 77149974 | INSIDER'S CIRCLE |
| Serial Number: | 77603207 | MAGNETIC MARKETING |
| Serial Number: | 78902678 | NO B.S. |
| Serial Number: | 77805901 | PRO-PUBLISHING |
| Serial Number: | 77914860 | RENEGADE MILLIONAIRE |
| Serial Number: | 77902059 | THE PLACE FOR PROSPERITY |
| Serial Number: | 85487276 | IMARKET |
| Serial Number: | 85979696 | IMARKET |
| Serial Number: | 87474563 | GKIC |
| Serial Number: | 87474560 | RENEGADE ENTREPRENEUR MOVEMENT |
| Serial Number: | 87474551 | RENEGADE ENTREPRENEUR MOVEMENT |

CA 1390 00 85531914

| Property Type | Number | Word Mark |
|----------------|----------|-----------------|
| Serial Number: | 87674184 | RENEGADE NATION |

CORRESPONDENCE DATA

Fax Number: 2028285393

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: 202-828-3566

Email: avohra@seyfarth.com

Correspondent Name: Anjali Vohra

Address Line 1: 975 F. Street N.W.

Address Line 2: Seyfarth Shaw LLP

Address Line 4: Washtington, D.C. 20004

| | |
|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 103089-000002 |
| NAME OF SUBMITTER: | Anjali Vohra |
| SIGNATURE: | /Anjali Vohra/ |
| DATE SIGNED: | 05/18/2018 |

Total Attachments: 6

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INTELLECTUAL PROPERTY FORECLOSURE ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY FORECLOSURE ASSIGNMENT AGREEMENT (“IP Assignment”) is made and entered into as of April 6, 2018 (the “Effective Date”), by and among Advantage Insights, LLC, a South Carolina limited liability company (“Assignee”) and Glazer-Kennedy Insider’s Circle, LLC, a Delaware limited liability company (the “GKIC”), and Glazer-Kennedy Publishers, LLC, a Delaware limited liability company (“Publishers,” collectively with GKIC, the “Sellers”), by Chatham Capital Management IV, LLC, a Delaware limited liability company (“Agent”), solely in its capacity as agent for Chatham Investment Fund IV, LLC, a Delaware limited liability company and Chatham Investment Fund QP IV, LLC, a Delaware limited liability company (the “Secured Parties”), pursuant to a power of sale and power of attorney granted to Agent and Secured Parties by Sellers.

W I T N E S S E T H:

WHEREAS, Sellers are hereby executing and delivering this IP Assignment to evidence the vesting in Assignee of all of Sellers’ right, title and interest in and to the Assigned IP, as defined below and set forth in Exhibit A and Exhibit B attached hereto and incorporated herein by reference, for the consideration and on the terms and conditions provided for herein;

WHEREAS, this IP Assignment is executed in connection with a private foreclosure sale (“Private Sale”) of the Assigned IP conveyed hereby and effectuated by Agent, as agent for Secured Parties, on April 6, 2018, pursuant to a power of sale and power of attorney granted by Sellers to Agent and Secured Parties under Section 9-610 of the Uniform Commercial Code and that certain Security Agreement, dated as of May 15, 2014;

WHEREAS, Assignee was the purchaser at the Private Sale;

WHEREAS, the purchase price for the Assigned IP is estimated at \$6,142,043.90 in United States Dollars (the “Purchase Price”), which shall be calculated and paid by Assignee to Agent pursuant to that certain Asset Purchase Agreement, dated April 6, 2018, executed by and between Assignee and Agent (the “APA”).

WHEREAS, this IP Assignment is given by Sellers to Assignee by and through Agent pursuant to a power of sale and power of attorney held by Agent and Secured Parties under Section 9-610 of the Uniform Commercial Code and that certain Security Agreement, dated as of May 15, 2014, and those certain Power of Attorney agreements of even date; and

WHEREAS, this IP Assignment is executed to evidence the vesting in Assignee of all of Sellers’ right, title and interest in and to the Assigned IP and Sellers, by and through Agent, have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, in consideration of the Purchase Price, Sellers hereby irrevocably convey, transfer, and assign to Assignee, on an as is where is basis, without recourse or any representation or warranty expressed or implied, except for those representations and warranties of Agent expressly set forth in favor of Assignee in the APA, and Assignee hereby accepts, all of Sellers’ right, title, and interest in and to the following (the “Assigned IP”):

- a. the trademark registrations and applications of the Sellers set forth on Exhibit A hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- b. the copyright registrations of the Sellers set forth on Exhibit B hereto and all issuances, extensions, and renewals thereof;
- c. all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- d. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- e. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages

Sellers, by and through Agent, hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Assignee.

Except for those representations and warranties expressly given by Agent to Assignee as set forth in the APA, the interests of Sellers in the Assigned IP are being sold by Agent and accepted by Assignee “AS IS, WHERE IS, WITH ALL FAULTS” and neither Sellers nor Agent or Secured Parties make any warranty or representation as to the (i) existence, quantity, quality, value, location, or nature of any of the Assigned IP, (ii) title to or ownership of any of the Assigned IP, (iii) the priority of Agent or Secured Parties’ security interest in any of the Assigned IP, (iv) warranties of title, merchantability or fitness for a particular purpose, or of any right to possession or quiet enjoyment of the Assigned IP, and the like, or (v) payment of taxes respecting the Assigned IP or whether the Assigned IP are subject to liens securing any taxes or other obligations. Sellers, Agent, and Secured Parties make no representation or warranty as to, and advise that, certain liens, claims and encumbrances may, by operation of law, survive the above-referenced foreclosure sale.

This IP Assignment shall be governed by and construed in accordance with the laws of the State of Georgia.

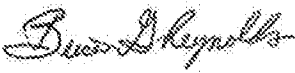
[Signature page follows]

IN WITNESS WHEREOF, Agent, on behalf of Sellers, has caused this IP Assignment to be executed by Sellers pursuant to a power of sale and power of attorney described above, as of the day and year first set forth above.

Glazer-Kennedy Insider's Circle, LLC and
Glazer-Kennedy Publishers, LLC,

By: Chatham Capital Management IV, LLC,
as agent for Chatham Investment Fund IV,
LLC and Chatham Investment Fund QP IV,
LLC

under power of sale

By: 

Brian G. Reynolds
Managing Partner

[Signature Page to Intellectual Property Foreclosure Assignment Agreement]

TRADEMARK
REEL: 006340 FRAME: 0135

EXHIBIT A
TRADEMARKS

| Trademark | Application No. | Filing Date | Registration No. | Registered | Status |
|--------------------------------|------------------------|--------------------|-------------------------|-------------------|-------------------------|
| GKIC INSIDER'S CIRCLE | 85/531914 | 02/02/2012 | 4190780 | 08/14/2012 | LIVE |
| GLAZER-KENNEDY PUBLISHING | 77/806051 | 08/17/2009 | 3770773 | 04/06/2010 | CANCELLED 11/11/2016 |
| GLAZER-KENNEDY PUBLISHING | 77/806008 | 08/17/2009 | 3770767 | 04/06/2010 | CANCELLED 11/11/2016 |
| INSIDER'S CIRCLE | 77/149974 | 04/05/2007 | 3680235 | 09/08/2009 | LIVE |
| MAGNETIC MARKETING | 77/603207 | 10/29/2008 | 3634666 | 06/09/2009 | LIVE |
| NO B.S. | 78/902678 | 06/07/2006 | 3293983 | 09/18/2007 | LIVE |
| PRO-PUBLISHING | 77/805901 | 08/17/2009 | 3874584 | 11/09/2010 | CANCELLED 06/16/2016 |
| RENEGADE MILLIONAIRE | 77/914860 | 01/19/2010 | 3840685 | 08/31/2010 | LIVE |
| THE PLACE FOR PROSPERITY | 77/902069 | 12/29/2009 | 3827942 | 08/03/2010 | CANCELLED 03/10/2017 |
| iMARKET | 85/487276 | 12/05/2011 | 4440748 | 11/26/2013 | LIVE |
| iMARKET | 85/978686 | 12/5/2011 | 4329538 | 04/30/2013 | LIVE |
| GKIC | 87/474563 | 06/05/2017 | N/A | N/A | LIVE |
| RENEGADE ENTREPRENEUR MOVEMENT | 87/474560 | 06/05/2017 | N/A | N/A | LIVE |
| RENEGADE ENTREPRENEUR MOVEMENT | 87/474551 | 06/04/2017 | N/A | N/A | LIVE |
| RENEGADE NATION | 87/674184 | 11/07/2017 | N/A | N/A | LIVE |

EXHIBIT B
COPYRIGHTS

| TITLE | Registration No. | Registered |
|--|-------------------------|--------------------|
| 10 Million-Dollar Secrets | SR0000681659 | September 15, 2009 |
| 2009 SuperConference | SR0000640908 | August 17, 2009 |
| \$252,000 Platinum Meeting | SR0000681658 | September 15, 2009 |
| 8 Big Ideas | TX0006983730 | July 1, 2009 |
| Advanced Magnetic Marketing for the new economy | TX0007377484 | May 11, 2011 |
| Big Ticket Area Licensing | SR0000666391 | October 16, 2009 |
| Coaching and Consulting Boot Camp | SR0000640906 | August 17, 2009 |
| Creative Thinking for Entrepreneurs Workshop | SR0000666255 | September 15, 2009 |
| Dan Kennedy's Magnetic Marketing For The Emerging Economy | TX0007348242 | March 22, 2011 |
| Dan Kennedy's Renegade Millionaire Systems: Time & Productivity Strategies | SR0000640897 | August 17, 2009 |
| Holiday Promotions Swipe File & CD | TX0007008678 | July 23, 2009 |
| How to Write Million Dollar Ads, Sales Letters, and Web Marketing Pieces | TX0006983727 | May 23, 2009 |
| Influential Writing Workshop | SR0000666397 | October 19, 2009 |
| Jumbo Results Entrepreneurial Strategies | SR0000640894 | July 24, 2009 |
| Jumbo Results Marketing | SR0000640899 | July 24, 2009 |
| Jumbo Results Offline & Online Marketing | SR0000640898 | August 17, 2009 |
| Jumbo Results Salesmanship-in-Print | SR0000640901 | July 24, 2009 |
| Jumbo Results Speaking for Money | SR0000640911 | July 24, 2009 |
| Making Them Believe | TX0007367352 | April 15, 2011 |
| Marketing to the Affluent : Finding and Selling to those who are the least and | SR0000666394 | October 19, 2009 |

| TITLE | Registration No. | Registered |
|--|------------------|-----------------|
| last affected by price | | |
| No BS logo | VAu000697040 | January 3, 2006 |
| Pet Promotions | TX0007063184 | October 7, 2009 |
| Renegade Millionaire Retreat | SR0000674572 | July 15, 2009 |
| Renegade Millionaire System | SR0000640915 | August 17, 2009 |
| Renegade Millionaire Marketing | SR0000640912 | July 24, 2009 |
| Social Media Money Magnet | TX0007370612 | March 22, 2011 |
| Think to Grow Rich | SR0000672308 | October 7, 2009 |
| Ultra Advanced Sales and Persuasion Strategies | SR0000694909 | October 7, 2009 |

Applications

None.