

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM474457

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FMG SUITE, LLC	formerly known as Faulkner Media Group, LLC	05/16/2018	Corporation: DELAWARE Limited Liability Company
ADVISORS ASSISTANT HOLDINGS, INC.		05/16/2018	Corporation: DELAWARE
ADVISOR LAUNCHPAD, INC.	formerly known as FVisions Acquisition Corp. and Teqio Resources, Inc.	05/16/2018	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	SARATOGA INVESTMENT CORP. SBIC LP, AS AGENT
Street Address:	535 Madison Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3809732	AGENCY REVOLUTION
Registration Number:	4555295	AMAZING MARKETING. SIMPLIFIED.
Registration Number:	4104280	LIVE2SITE
Registration Number:	4104257	VERSIMARK
Registration Number:	4412062	THE ART OF DIGITAL MARKETING
Registration Number:	2951907	ADVISORS ASSISTANT
Serial Number:	87825341	FMG SUITE
Serial Number:	86660023	ADVISOR LAUNCHPAD

CORRESPONDENCE DATA

Fax Number: 9192868199
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: 919 286-8000
 Email: PTO_TMconfirmation@mvalaw.com, vishvamiyani@mvalaw.com

OP \$215.00 3809732

Correspondent Name: MOORE & VAN ALLEN PLLC
Address Line 1: 3015 CARRINGTON MILL BOULEVARD
Address Line 2: SUITE 400
Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 036806.056

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 05/17/2018

Total Attachments: 6

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Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor Agreement dated as of May 16, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between Wells Fargo Bank, N.A., as First Lien Agent, and Saratoga Investment Corp. SBIC LP, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall govern and control.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of May, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **SARATOGA INVESTMENT CORP. SBIC LP**, a Delaware limited partnership, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of May 16, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **FMG SUITE HOLDINGS, LLC**, a Delaware limited liability company formerly known as Faulkner Media Group Holdings, LLC ("Parent"), **FMG SUITE, LLC**, a Delaware limited liability company formerly known as Faulkner Media Group, LLC ("FMG"), **ADVISORS ASSISTANT HOLDINGS, INC.**, a Delaware corporation ("Assistant"), and **ADVISOR LAUNCHPAD, INC.**, a Nevada corporation formerly known as FVisions Acquisition Corp. and Teqio Resources, Inc. ("Launchpad"; together with FMG, Assistant, and any other Person that joins the Credit Agreement as a "Borrower" in accordance with the terms thereof, each hereinafter referred to individually as a "Borrower" and collectively, jointly and severally as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of May 16, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set

forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on

separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


FMG SUITE, LLC,
a Delaware limited liability company formerly known as
Faulkner Media Group, LLC

By: 
Name: Taylor Beaupain
Title: Vice President

ADVISORS ASSISTANT HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Taylor Beaupain
Title: Vice President

ADVISOR LAUNCHPAD, INC.,
a Nevada corporation formerly known as
FVisions Acquisition Corp. and Teqio Resources, Inc.

By: 
Name: Taylor Beaupain
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

SARATOGA INVESTMENT CORP. SBIC LP,
a Delaware limited partnership

By: Saratoga Investment Corp. GP, LLC,
as its General Partner

By: Saratoga Investment Corp.,
as the Sole Member and Manager of the
General Partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

FMG SUITE, LLC,
a Delaware limited liability company formerly known
as Faulkner Media Group, LLC

By: _____
Name: Taylor Beaupain
Title: Vice President

ADVISORS ASSISTANT HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: Taylor Beaupain
Title: Vice President

ADVISOR LAUNCHPAD, INC.,
a Nevada corporation formerly known as FVisions
Acquisition Corp. and Tequio Resources, Inc.

By: _____
Name: Taylor Beaupain
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

SARATOGA INVESTMENT CORP. SBIC LP,
a Delaware limited partnership

By: Saratoga Investment Corp. GP, LLC,
as its General Partner


By: Saratoga Investment Corp.,
as the Sole Member and Manager of the
General Partner

By:  _____
Name: Charles Phillips
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
FMG Suite, LLC	United States	AGENCY REVOLUTION	77/826,660 3,809,732	September 15, 2009 June 29, 2010
FMG Suite, LLC (f/k/a Faulkner Media Group, LLC)	United States	AMAZING MARKETING. SIMPLIFIED.	86/096,353 4,555,295	October 21, 2013 June 24, 2014
FMG Suite, LLC (f/k/a Faulkner Media Group, LLC)	United States		85/222,953 4,104,280	January 21, 2011 February 28, 2012
FMG Suite, LLC (f/k/a Faulkner Media Group, LLC)	United States	VERSIMARK	85/220,910 4,104,257	January 19, 2011 February 28, 2012
FMG Suite, LLC (f/k/a Faulkner Media Group, LLC)	United States	THE ART OF DIGITAL MARKETING	85/680,848 4,412,062	July 18, 2012 October 1, 2013
FMG Suite, LLC	United States	FMG SUITE	87/825,341 N/A	March 8, 2018 N/A
Advisors Assistant Holdings, Inc.	United States	ADVISORS ASSISTANT	75/664,712 2,951,907	March 22, 1999 May 17, 2005
Advisors Assistant Holdings, Inc.	Canada	ADVISORS ASSISTANT	1570279 TMA855439	March 23, 2012 July 17, 2013
Advisor Launchpad, Inc.	United States	ADVISOR LAUNCHPAD	86/660,023 N/A	June 11, 2015 N/A

Trade Names

FMG Suite

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.