

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490906

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement Supplement No. 2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ruffalo Noel Levitz, LLC		09/20/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5523532	E-EXPECTATIONS	
<b>Registration Number:</b>	5534045	RUFFALO NOEL LEVITZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	312-993-2622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	057121-0067		
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke		
<b>SIGNATURE:</b>	/gdg/		
<b>DATE SIGNED:</b>	09/21/2018		
<b>Total Attachments: 3</b>			
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**TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 2**

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 2, dated as of September 20, 2018 (“**Supplement No. 2**”), is made by Ruffalo Noel Levitz, LLC (“**Grantor**”), in favor of Antares Capital LP, as successor in interest to General Electric Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Trademark Security Agreement (as defined below).

WHEREAS, Grantor executed and delivered that certain Trademark Security Agreement, dated as of September 8, 2016 (as supplemented by that certain Trademark Security Agreement Supplement No. 2, dated as of October 11, 2017, as it otherwise may heretofore have been, and as it may hereafter be further, amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) in favor of Agent for the Secured Parties, pursuant to which Grantor granted a lien on and security interest in the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 10, 2016 at Reel 005896/Frame 0481; and

WHEREAS, since the execution of the Trademark Security Agreement on September 8, 2016 by Grantor and Agent, Grantor has acquired additional Trademark Collateral and desires to confirm the grant of a lien on and security interest in such additional Trademark Collateral under the Trademark Security Agreement.

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

1. 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 the Grantor, hereby grants to 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 Trademark registrations and related items specified in the following (a), (b) and (c), all of which are included in Trademark Collateral:

Trademark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date
E-EXPECTATIONS	United States	Registered	87710287	06-DEC-2017	5523532	24-AUG-2018
RUFFALO NOEL LEVITZ	United States	Registered	87710055	06-DEC-2017	5534045	07-AUG-2018

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, the Trademark registrations above; and

(c) 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.

2. The security interest granted pursuant to this Supplement No. 2 is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted by this Supplement No. 2 and the Trademark Security Agreement 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 between the terms of this Supplement No. 2 and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.
3. Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Supplement No. 2.
4. Except as expressly supplemented hereby, the Trademark Security Agreement shall remain in full force and effect.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, Grantor has caused this Supplement No. 2 to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

**RUFFALO NOEL LEVITZ, LLC**  
as Grantor

By: 

Name: Melissa McAfee

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement Supplement No. 2]

**RECORDED: 09/21/2018**

**TRADEMARK**  
**REEL: 006442 FRAME: 0240**