

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Strategic Marketing Services, LLC		10/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5584335	STRATEGIC MARKETING	
Registration Number:	5584333	STRATEGIC MARKETING	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3630.154		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	11/01/2018		
Total Attachments: 5			
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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT ("Agreement") by and between Strategic Marketing Services, LLC, a Delaware limited liability company ("Grantor"), in favor of Bank of Montreal ("Lender") is dated as of October 31, 2018.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 17, 2012, by and among Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lender has agreed to make Loans to the Grantor;

WHEREAS, Grantor, the other grantors party thereto and Lender entered into that certain General Security Agreement dated as of December 17, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"), as security for all Obligations (as defined therein);

WHEREAS, pursuant to the Collateral Agreement, Grantor granted to Lender, a continuing security interest in, and lien on all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising;

WHEREAS, in connection with the Collateral Agreement, and in order to secure the Obligations (as defined in the Collateral Agreement), Grantor and Lender entered into that certain Trademark Security Agreement, dated as of December 17, 2012 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, Grantor and Lender have agreed to amend the Trademark Security Agreement in order to supplement Schedule A thereto to add the New Trademarks to such Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

I. Schedules. Schedule A to the Trademark Security Agreement shall be deemed to refer to Schedule A as amended by the addition of the New Trademarks scheduled on Schedule A attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

[Signature page follows]

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

**STRATEGIC MARKETING SERVICES,
LLC, as Grantor**

By: Andrew B. Albert
Name: Andrew B. Albert
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL,
as Lender

By: Kendal B. Cross
Name: Kendal B. Cross
Title: Vice President

Schedule A

Pending Trademarks

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
STRATEGIC MARKETING	87760119	Registered	5584335	1/18/18
STRATEGIC MARKETING	87759831	Registered	5584333	1/18/18