

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501168

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Strategic Marketing Services, LLC		10/31/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merion Investment Partners II, L.P.		
<b>Street Address:</b>	555 East Lancaster Avenue		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Radnor		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<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>	5584335	STRATEGIC MARKETING	
<b>Serial Number:</b>	87759831	STRATEGIC MARKETING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	120852-01015		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timiothy D. Pecsénye/		
<b>DATE SIGNED:</b>	12/07/2018		
<b>Total Attachments: 4</b>			
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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 Merion Investment Partners II, L.P. ("Lender") is dated as of October 31, 2018.

### WITNESSETH:

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

WHEREAS, pursuant to the Loan 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 Loan Agreement, and in order to secure the Obligations (as defined in the Loan 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:

1. 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:

MERION INVESTMENT PARTNERS II, L.P., as  
Lender

By: Merion Financial Partners II, L.P., its General  
Partner

By: Phineas Management LLC, its General  
Partner

By:   
Name: Anthony R. Caswell  
Title: member

Schedule A

Pending Trademarks

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
STRATEGIC MARKETING	87760119	Registered	5584335	1/1/18
STRATEGIC MARKETING	87759831	Registered	558433	1/1/18