

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522422

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHATHAM CAPITAL MANAGEMENT IV, LLC		04/06/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ADVANTAGE INSIGHTS, LLC
Street Address:	65 GADSDEN STREET
City:	CHARLESTON
State/Country:	SOUTH CAROLINA
Postal Code:	29401
Entity Type:	Limited Liability Company: SOUTH CAROLINA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3680235	INSIDER'S CIRCLE
Registration Number:	3634666	MAGNETIC MARKETING
Registration Number:	3293983	NO B.S.
Registration Number:	3840685	RENEGADE MILLIONAIRE
Registration Number:	4440748	IMARKET
Registration Number:	4329538	IMARKET
Registration Number:	5572955	WHAT YOU NEED TO KNOW 1 MIN BEFORE DAYLI

CORRESPONDENCE DATA

Fax Number:

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: 914 2205474
 Email: desmond@golawny.com
 Correspondent Name: Carol Desmond
 Address Line 1: 445 Hamilton Avenue
 Address Line 2: Suite#1102
 Address Line 4: White Plains, NEW YORK 10601

NAME OF SUBMITTER:	Andrew A. Gonzalez
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OP \$190.00 3680235

SIGNATURE: /aag/

DATE SIGNED: 05/07/2019

Total Attachments: 162

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ASSET PURCHASE AGREEMENT

by and between

ADVANTAGE INSIGHTS, LLC

as Buyer,

and

**CHATHAM CAPITAL MANAGEMENT IV, LLC AS AGENT FOR SECURED
PARTIES CHATHAM INVESTMENT FUND IV, LLC, AND CHATHAM
INVESTMENT FUND QP IV, LLC**

as Seller,

Dated as of April 6, 2018

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”), dated as of April 6, 2018 (the “Effective Date”), is entered into by and between Advantage Insights, LLC, a South Carolina limited liability company (“Buyer”) and Chatham Capital Management IV, LLC, a Delaware limited liability company (“Seller”), 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”).

WITNESSETH:

WHEREAS, Glazer-Kennedy Insider’s Circle, LLC, a Delaware limited liability company (“GKIC”), and Glazer-Kennedy Publishers, LLC, a Delaware limited liability company (“Publishers,” collectively with GKIC, the “Borrowers”) and certain other parties are obligated to Secured Parties for amounts owing under that certain Credit Agreement and related documents, dated as of May 15, 2014, as the same may have been amended, restated, supplemented, replaced, refinanced, or otherwise modified from time to time (the “Credit Agreement”) whereby Secured Parties extended a term credit facility to Borrowers;

WHEREAS, to secure the prompt payment and performance owing by Borrowers to Secured Parties, Borrowers pledged to Seller, for itself and the benefit of Secured Parties, a continuing lien upon substantially all of the personal property and assets of the Borrowers, pursuant to that certain Security Agreement, dated as of May 15, 2014 (the “Security Agreement”);

WHEREAS, Borrowers irrevocably appointed Seller as Borrowers’ attorney-in-fact with full power and authority in the place of Borrowers, whether in the name of Borrowers or in Seller’s own name, to take any and all action and execute and delivery such documents and instruments as Seller deems necessary or desirable to accomplish the purposes of the Credit Agreement and Security Agreement, pursuant to that certain Power of Attorney, dated May 15, 2014, executed by each of the Borrowers in favor of Seller (collectively, the “Powers of Attorney” and together with the Security Agreement and Credit Agreement, the “Loan Documents”);

WHEREAS, multiple Events of Default have occurred and remain outstanding under the Loan Documents;

WHEREAS, Borrowers intend to sell, by and through Seller pursuant to a power of sale and power of attorney granted to Seller by Borrowers under Section 9-610 of the Uniform Commercial Code and the Loan Documents, certain assets of the Borrowers pledged to Seller and Secured Parties as collateral under the Loan Documents at a private foreclosure sale effectuated by Seller on or after April 6, 2018 (the “Private Sale”);

WHEREAS, Buyer desires to buy certain assets of the Borrowers at the Private Sale as more specifically described herein, and Seller agrees to convey such assets to Buyer pursuant to a foreclosure bill of sale, subject to the terms and conditions of this Agreement;

WHEREAS, prior to the execution of this Agreement, Buyer entered into that certain Asset Purchase Agreement dated as of April 6, 2018, by and between the Buyer and Oxford

Entrepreneurs, Inc., a Georgia corporation, pursuant to which Buyer purchased certain intellectual property and related assets, which, along with the transactions contemplated by this Agreement, will meet certain strategic objectives of the Buyer;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings set forth below:

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity

“Agreement” shall have the meaning set forth in the Preamble of this Agreement.

“Ancillary Agreements” shall mean the Bill of Sale and IP Assignment Agreement.

“Asserted Liability” shall have the meaning set forth in Section 7.03.

“Assumed Liabilities” shall have the meaning set forth in Section 2.03.

“Assumed Liability Adjustment Notice” shall have the meaning set forth in Section 2.06(a)(iii).

“Bill of Sale” means that certain Foreclosure Bill of Sale executed by Borrowers under power of sale and power of attorney granted to Seller and Secured Parties under the Loan Documents and Section 9-610 of the Uniform Commercial Code, in the form attached hereto as **Exhibit A**.

“Business Day” means any day other than a Saturday, Sunday, U.S. Federal holiday, or day on which banks in the State of Georgia are required or permitted by law to be closed.

“Buyer” shall have the meaning set forth in the Preamble of this Agreement.

“Claim” shall have the meaning set forth in Section 7.03.

“Claims Notice” have the meaning set forth in Section 7.03.

“Closing” shall have the meaning set forth in Section 3.01.

“Closing Date” shall have the meaning set forth in Section 3.01.

“Disclosure Schedules” shall mean Schedule 2.03(a) attached hereto.

“Disputed Amounts” shall have the meaning set forth in Section 2.06(b)(iii).

“Effective Date” shall have the meaning set forth in the Preamble of this Agreement.

“Encumbrance” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“Excess Assumed Liability Amount” shall have the meaning set forth in Section 2.06(a)(iii).

“Excluded Assets” shall have the meaning set forth in Section 2.02.

“Excluded Liabilities” shall have the meaning set forth in Section 2.04.

“Financing Documents” shall mean that certain Promissory Note in the form attached hereto as Exhibit C, Security Agreement in the form attached hereto as Exhibit D, Copyright Security Agreement in the form attached hereto as Exhibit E, and Trademark Security Agreement in the form attached hereto as Exhibit F, and that certain Continuing Guaranty executed by Advantage Media Group, Inc. in favor of Seller in the form attached hereto as Exhibit G.

“Governmental Entity” shall mean any United States governmental or regulatory authority or instrumentality, or any department or agency thereof, including, without limitation, any court, administrative agency, commission, or central banking authority.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity.

“Indemnified Party” shall have the meaning set forth in Section 7.03.

“Indemnifying Party” shall have the meaning set forth in Section 7.03.

“Independent Accountant” shall have the meaning set forth in Section 2.06(b)(iii).

“Intellectual Property” means all intellectual property and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Entity, web addresses, web pages, websites and

related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Entity-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (f) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.

“IP Assignment Agreement” means that certain Intellectual Property Assignment Agreement executed by Seller in the form attached hereto as **Exhibit B**.

“Knowledge” shall mean, with respect to any fact, circumstance, event, or other matter in question, the actual knowledge of Seller.

“Law” shall mean all legislation, laws, rules, regulations, ordinances, and orders of any Governmental Entity.

“Liability” shall mean any liability, indebtedness or other obligation (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, due or to become due, or otherwise).

“Monthly Revenues” shall mean any and all monthly revenues as defined or calculated according to GAAP derived from or relating to (i) the Purchased Assets, (ii) operations, copyrights, trademarks or other Intellectual Property, or good will of the Borrowers, and (iii) the Oxford Products and Services, it being expressly understood and agreed that the foregoing shall include all such amounts whether recognized by Buyer, Advantage Media Group, Inc., or any other affiliated person or entity of Buyer now existing or formed hereafter.

“Oxford Products and Services” shall mean those operations, assets, revenues, or cash flows of Oxford Entrepreneurs, Inc. derived from its products and services, including (without limitation) Forbes Leadership Institute, Small Giants, Oxford on Sirius Radio revenue, Brenau College MBA program, Oxford Center for Entrepreneurs, William Cliff Oxford, Oxford KEEP, Oxford Group Learning, coaching, recruiting, captive insurance, product sales, conferences, and affiliate commission revenue from sales of Advantage Media Group, Inc. and News & Experts, LLC services, or any other business acquired by Buyer from Oxford Entrepreneurs, Inc., the Oxford Center for Entrepreneurs or any other person or entity owned by William Cliff Oxford.

“Promissory Note” shall have the meaning set forth in Section 2.05(a).

“Purchase Price” shall have the meaning set forth in Section 2.05(b).

“Purchased Assets” shall mean those certain assets identified on Exhibit A to the Bill of Sale.

“Resolution Period” shall have the meaning set forth in Section 2.06(b)(ii).

“Review Period” shall have the meaning set forth in Section 2.06(b)(i).

“Royalty Payment” shall have the meaning set forth in Section 2.05(b)(ii).

“Seller” shall have the meaning set forth in the Preamble of this Agreement.

“Severance Liability” shall have the meaning set forth in Section 2.06(a)(ii).

“Statement of Objections” shall have the meaning set forth in Section 2.06(b)(ii).

“Tax Return” means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Taxes” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“Undisputed Amounts” shall have the meaning set forth in Section 2.06(b)(iii).

ARTICLE II TRANSFER OF ASSETS; ASSUMPTION OF LIABILITIES; AND PURCHASE PRICE

2.01 Sale of Purchased Assets. In consideration of the Purchase Price, Seller, acting under power of sale and power of attorney granted to Seller and Secured Parties by Borrowers pursuant to Section 9-610 of the Uniform Commercial Code and the Loan Documents, shall sell, transfer and assign to Buyer, on an as is where is basis, with no representations, warranties or recourse of any kind, except as expressly provided in Article V hereof, the Purchased Assets, and Buyer agrees to acquire and purchase the Purchased Assets from Seller, acting under power of sale and power of attorney for Borrowers. Buyer shall simultaneously herewith execute and deliver to Seller the executed Financing Documents and satisfy all conditions precedent to Closing of such financing in satisfaction of the Purchase Price. Upon receipt of the Financing Documents and the Closing of the financing evidenced by the Financing Documents, Seller shall deliver to Buyer the (i) Bill of Sale for the Purchased Assets in the form of Exhibit A attached hereto and (ii) the IP Assignment Agreement in the form of Exhibit B attached hereto.

2.02 Excluded Assets. Notwithstanding anything to the contrary set forth herein, the parties understand and hereby agree that Buyer is not purchasing or acquiring, and Seller is not

selling, transferring, conveying, or assigning to Buyer, under power of sale and power of attorney granted to Seller by Borrowers, any assets or properties of the Borrowers other than the Purchased Assets. All such assets or properties of Borrowers not included in the Purchased Assets are hereinafter collectively referred to as the “Excluded Assets,” and shall include, but not be limited to, the following:

- (a) all cash and cash equivalents, and all securities of the Borrowers;
- (b) organizational documents, minute books, Tax Returns, books of account or other records having to do with the organization of the Borrowers, all employee-related or employee benefit-related files or records, and any other books and records;
- (c) all insurance policies of the Borrowers and all rights to applicable claims and proceeds thereunder other than claims or proceeds payable for losses with respect to any of the Purchased Assets;
- (d) all employee benefit plans and trusts or other assets attributable thereto;
- (e) all Tax assets (including duty and Tax refunds and prepayments) of the Borrowers;
- (f) all of Borrowers’ contracts, including, but not limited to any real estate contracts or leases;
- (g) all membership interests of Publishers;
- (h) all rights to any action, suit or claim of any nature available to or being pursued by the Borrowers, whether arising by way of counterclaim or otherwise; and
- (i) any rights that accrue or will accrue to the Borrowers under the Ancillary Agreements.

2.03 Assumption of Liabilities by Buyer. Subject to the terms and conditions set forth herein, Buyer shall assume and hereby agrees to pay, perform, and discharge solely the following liabilities and obligations of the Borrowers:

- (a) all accrued accounts payable owing by Borrowers as of the Closing Date, including without limitation those accounts payable listed on **Schedule 2.03(a)** hereto;
- (b) all accrued sales taxes owing by Borrowers as of the Closing Date;
- (c) all (i) employee payroll (including without limitation wages, salaries, compensation, and commissions), (ii) employee payroll Taxes (including without limitation federal, state, and local withholding, Social Security, and Medicare Taxes), and (iii) all benefits currently being provided or administered by ADP, LLC or its affiliates or agents to current employees of Borrowers (including without limitation, employee health, dental, and vision plans, outstanding employee vacation time, and employer contributions to employee 401(k) plans),

from March 24, 2018 through and including April 6, 2018 (collectively, the “Employee Obligations”);

(d) all obligations of GKIC owing under the Dan Kennedy contract; and

(e) all COBRA obligations owing to current employees of Borrowers following the Closing Date (the foregoing 2.03(a)-(e) collectively, the “Assumed Liabilities”).

2.04 Excluded Liabilities. Notwithstanding the provisions of Section 2.03 or any other provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform, or discharge any Liabilities of the Borrowers of any kind or nature whatsoever other than the Assumed Liabilities, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created (the “Excluded Liabilities”). Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:

(a) any Liabilities of Borrowers arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(b) any Liabilities relating to or arising out of the Excluded Assets;

(c) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operations of the Borrowers or the Purchased Assets to the extent such Action relates to such operations of the Borrowers on or prior to the Closing Date;

(d) any Liabilities relating to or arising out of any real property owned or leased by the Borrowers;

(e) any Liabilities of the Borrowers owing under any employee benefit plan not accrued as of the Closing Date, but excluding COBRA obligations owing to current employees of Borrowers following the Closing Date;

(f) any Liabilities of Borrowers for any present or former employees, officers, directors, retirees, independent contractors or consultants of Borrowers not accrued as of the Closing Date, but excluding the obligations of Buyer set forth in Section 2.06(a) hereof and COBRA obligations owing to current employees of Borrowers following the Closing Date;

(g) any Liabilities associated with debt, loans or credit facilities of the Borrowers owing to financial institutions; and

(h) any Liabilities arising out of, in respect of or in connection with the failure by the Borrowers to comply with any Law or Governmental Order.

2.05 Purchase Price. In consideration for the Purchased Assets, Buyer shall:

- (a) assume the Assumed Liabilities on the Closing Date, and
- (b) shall pay to Seller the aggregate estimated purchase price of \$6,142,043.90 (the "Purchase Price") for the Purchased Assets, which shall be calculated and paid as follows:
 - (i) Promissory Note. At the Closing, Buyer shall issue to Seller a Promissory Note (the "Promissory Note"), in an amount equal to \$1,642,043.90, plus interest as set forth in the Promissory Note; and
 - (ii) Royalty. Buyer shall pay to Seller 10% of Buyer's Monthly Revenues (the "Royalty Payment") for a period of 3 years commencing on the date that is one year from the Closing Date, which shall be payable on the 15th day of each month (or if not a Business Day, the next Business Day immediately following the 15th day of the month) for revenues earned in the immediately preceding month, if any, and which shall be paid in cash, by wire transfer of immediately available funds in accordance with the wire transfer instructions provided by Seller. For purposes of calculating the Royalty Payment, all revenues of Buyer, whether recognized or booked by Buyer or any parent or affiliate of Buyer, derived from the Brenau University MBA program will be grossed up to reflect the value of the full tuition at the time that such tuition payments are received, which amounts, for the avoidance of doubt, will be based on the gross amount of tuition paid by the program participants, and not the net revenue payments received.

2.06 Purchase Price Adjustment.

(a) Post-Closing Adjustments.

- (i) Legacy Severance. Within ninety (90) days after the Closing Date, Seller shall provide Buyer with its written determination of the final severance payable to the Chief Executive Officer of GKIC as of the Closing Date, or Seller's good faith, commercially, reasonable estimate therefor, which amount of severance shall not exceed \$200,000 (the "Severance Liability"). Within ten (10) days after the Buyer receives written determination of the Severance Liability, the outstanding amount of the Promissory Note shall be increased by an amount equal to fifty-percent (50%) of the amount equal to \$200,000 minus the Severance Liability.
- (ii) Assumed Liability Adjustment. In the event that Buyer actually pays Assumed Liabilities in excess of \$777,000 in the aggregate from the period commencing immediately after Closing through August 31, 2018 (the "Excess Assumed Liability Amount"), Buyer shall deliver to Seller a detailed statement and documented evidence of payment, including without limitation any and all receipts, checks, wire confirmations, ACH notices, and other evidences of payment, for the Excess Assumed Liability

Amount (the “Assumed Liability Adjustment Notice”), which shall include a statement and evidence of payment for all Assumed Liabilities.

(b) Examination and Review.

- (i) Examination. After receipt of the Assumed Liability Adjustment Notice, Seller shall have ten business (10) days (the “Review Period”) to review the Assumed Liability Adjustment Notice. During the Review Period, Seller and Seller’s Accountants shall have full access to the relevant books and records of Buyer, the personnel of, and work papers prepared by, Buyer and/or Buyer’s Accountants to the extent that they relate to the Assumed Liability Adjustment Notice and to such historical financial information (to the extent in Buyer’s possession) relating to the Assumed Liability Adjustment Notice as Seller may reasonably request for the purpose of reviewing the Assumed Liability Adjustment Notice and to prepare a Statement of Objections (defined below), provided, that such access shall be in a manner that does not interfere with the normal business operations of Buyer.
- (ii) Objection. Within ten (10) business days following the expiration of the Review Period, Seller may object to the Assumed Liability Adjustment Notice by delivering to Buyer a written statement setting forth Seller’s objections in reasonable detail, indicating each disputed item or amount and the basis for Seller’s disagreement therewith (the “Statement of Objections”). If Seller fails to deliver the Statement of Objections within ten (10) business days following the expiration of the Review Period, the Excess Assumed Liability Amount shall be deemed to have been accepted by Seller. If Seller delivers the Statement of Objections on or before the expiration of the Review Period, Buyer and Seller shall negotiate in good faith to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the “Resolution Period”), and, if the same are so resolved within the Resolution Period, the Excess Assumed Liability Amount with such changes as may have been previously agreed in writing by Buyer and Seller, shall be final and binding.
- (iii) Resolution of Disputes. If Seller and Buyer fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute (“Disputed Amounts” and any amounts not so disputed, the “Undisputed Amounts”) shall be submitted for resolution to the office of an impartial nationally recognized firm of independent certified public accountants other than Seller’s accountants or Buyer’s accountants (the “Independent Accountant”) who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only and make any adjustments to the Excess Assumed Liability Amount. The parties hereto agree that all adjustments shall be made without regard to materiality. The Independent Accountant shall only decide the specific items under dispute by the

parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Assumed Liability Adjustment Notice and the Statement of Objections, respectively.

- (iv) Fees of the Independent Accountant. The fees and expenses of the Independent Accountant shall be shared equally by Seller and Buyer.
- (v) Determination by Independent Accountant. The Independent Accountant shall make a determination as soon as practicable within thirty (30) days (or such other time as the parties hereto shall agree in writing) after their engagement, and their resolution of the Disputed Amounts and their adjustments to the Excess Assumed Liability Amount shall be conclusive and binding upon the parties hereto.
- (vi) Payments of Post-Closing Adjustment. Except as otherwise provided herein, any adjustment in the outstanding amount of the Promissory Note with respect to any Excess Assumed Liability Amount shall (A) be made (x) within five (5) Business Days of acceptance of the applicable Assumed Liability Adjustment Notice or (y) if there are Disputed Amounts, then within five Business Days of the resolution described in clause (v) above.

(c) Adjustments for Tax Purposes. Any payments made pursuant to this Section 2.06 shall be treated as an adjustment to the Purchase Price by the parties for Tax purposes, unless otherwise required by Law.

2.07 Taxes Associated with Purchased Assets. Buyer shall be solely responsible for any and all Taxes, charges and fees associated with the sale and transfer of the Purchased Assets by Borrowers to Buyer, including without limitation any taxes and fees associated with the transfer or assignment of the Intellectual Property listed or described in the IP Assignment Agreement or Bill of Sale.

ARTICLE III CLOSING

3.01 Closing. The closing of the transactions contemplated hereby (the “Closing”) shall take place simultaneously with the execution and delivery of this Agreement, the Financing Documents, and the Ancillary Documents on the date hereof (the “Closing Date”) at a time and place mutually agreed by the parties or remotely by the electronic exchange of documents in .pdf format. The Closing shall be deemed to be effective as of 5:00 p.m. eastern standard time on the Closing Date.

3.02 Payment of Closing Purchase Price. At the Closing, Buyer shall issue to Seller the properly executed Financing Documents. At the Closing, all rights, title, and interests to the Purchased Assets and all Assumed Liabilities shall pass to Buyer.

3.03 Deliveries by Seller. At the Closing, Seller shall execute and deliver or cause to be executed and delivered to Buyer the following:

(a) Bill of Sale in substantially the form attached hereto as **Exhibit A** to evidence Borrowers' conveyance of the Purchased Assets to Buyer;

(b) IP Assignment Agreement, in substantially the form attached hereto as **Exhibit B**;

3.04 **Deliveries by Buyer**. At the Closing, Buyer shall execute and deliver to Seller the following:

(a) Promissory Note executed by Buyer in favor of Seller, in substantially the form attached hereto as **Exhibit C**;

(b) Continuing Guaranty executed by Advantage Media Group, Inc. in favor of Seller in substantially the form attached hereto as **Exhibit G**, to guaranty Buyer's obligations under **Section 2.05**

(c) Copyright Security Agreement executed by Buyer in favor of Seller, in substantially the form attached hereto as **Exhibit E**;

(d) Trademark Security Agreement executed by Buyer in favor of Seller, in substantially the form attached hereto as **Exhibit F**;

(e) Security Agreement executed by Buyer in favor of Seller, in substantially the form attached hereto as **Exhibit D**; and

(f) resolutions of the members and managers of Buyer, authorizing the execution, delivery, and performance of this Agreement, the Ancillary Agreements, and the transactions contemplated hereby.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as of the Closing Date (unless a representation or warranty is made as of an alternate specified date) as follows, solely to the extent of Seller's Knowledge:

4.01 **Organization and Qualification**. Seller is a limited liability company duly organized and validly existing under the laws of the State of Delaware with full company power and authority to enter into this Agreement and the Ancillary Agreements to which it is a party and to perform its obligations hereunder and thereunder.

4.02 **Power and Authority**. Seller has full power and authority to execute and deliver this Agreement and to perform its obligation under this Agreement pursuant to a power of sale and power of attorney granted by Borrowers to Seller and Secured Parties under the Loan Documents and the Uniform Commercial Code. Seller and the consummation by Seller of the transactions contemplated hereby and thereby, have been duly authorized by Seller's members and managers and no further filing, consent, or authorization is required by the Seller. This Agreement, the Ancillary Agreements, and the Financing Documents have been duly executed and delivered by Seller, and constitute the legal, valid, and binding obligations of Seller,

enforceable against Seller in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

4.03 No Violation. The execution, delivery and performance of this Agreement and the related documents to which it is a party and the consummation of the associated transactions do not and shall not (a) conflict with or result in any breach of the provisions of, (b) constitute a default under, result in a violation of, or cause the acceleration of any obligations under, or (c) require any authorization, consent, approval, exemption, or other action by or notice to any Governmental Entity, under Seller's Certificate of Formation, Operating Agreement, or any contract to which Seller is bound or affected or any Law to which Seller is subject.

4.04 Effect of Agreement. This Agreement has been duly executed and delivered by Seller and constitutes, and each other document contemplated by this Agreement when executed and delivered in accordance with the provisions hereof shall constitute, a legal, valid and binding obligation of Seller enforceable against it in accordance with its terms.

4.05 Title to Purchased Assets. As of the Closing Date, neither Seller nor the Secured Parties have assigned, transferred, terminated or otherwise released the liens granted to them by Borrowers under the Loan Documents.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the Closing Date as follows:

5.01 Organization and Qualification. Buyer is a limited liability company duly organized and validly existing under the laws of the State of South Carolina with full corporate power and authority to enter into this Agreement and related documents to which it is a party and to perform its obligations hereunder and thereunder.

5.02 Power and Authority. Buyer has all requisite power and authority to own the Purchased Assets and to execute, deliver, and perform its obligations under this Agreement. Buyer and the consummation by the Buyer of the transaction contemplated hereby and thereby, have been duly authorized by Buyer's members and managers and no further filing, consent, or authorization is required by Buyer or its board of directors. This Agreement, the Ancillary Agreements, and the Financing Documents to which Buyer is a party have been duly executed and delivered by the Buyer, and constitute the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

5.03 No Violation. The execution, delivery and performance of this Agreement and the related documents to which it is a party and the consummation of the associated transactions do not and shall not (a) conflict with or result in any breach of the provisions of, (b) constitute a default under, result in a violation of, or cause the acceleration of any obligations under, or (c)

require any authorization, consent, approval, exemption, or other action by or notice to any Governmental Entity, under Buyer's Certificate of Incorporation, By-Laws, or any contract to which Buyer is bound or affected or any Law to which Buyer is subject.

5.04 Effect of Agreement. This Agreement has been duly executed and delivered by Buyer and constitutes, and each other document contemplated by this Agreement when executed and delivered in accordance with the provisions hereof shall constitute, a legal, valid, and binding obligation of Buyer enforceable against it in accordance with its terms.

5.05 Oxford Closing. Buyer has consummated the transactions contemplated by that certain Asset Purchase Agreement, dated as of April 6, 2018, by and among, Buyer, Oxford Entrepreneurs, Inc., a Georgia corporation, and William Cliff Oxford.

ARTICLE VI COVENANTS OF SELLER AND BUYER

6.01 Further Assurances. At any time and from time to time at or after the Closing, the parties agree to (i) cooperate with each other to execute and deliver such other documents, instruments of transfer or assignment, files, books, and records and do all such further acts and things as may be reasonably required in order to vest or perfect in or to confirm, of record or otherwise, in the Buyer title to, and possession of, all of the property, rights, privileges, powers, immunities, and franchises of the Buyer and otherwise carry out the purposes of this Agreement; and (ii) act in good faith to consummate the transaction contemplated herein.

6.02 Reporting; Inspection. In order to facilitate the resolution of any post-Closing adjustments or claims made against or incurred by Seller prior to the Closing, or for any other reasonable purpose, for a period of four (4) years after the Closing Date, Buyer shall:

(a) provide to Seller monthly financial reports on or before the 15th day of the following month, and annual financial reports on or before the 31st day of March of the following year;

(b) provide to Seller a statement of any Royalty Payments payable on the 10th day of each month (or if not a Business Day, the next Business Day immediately following the 10th day of the month) for any Royalty Payments payable for the immediately preceding month; and

(c) upon reasonable notice, afford the Seller reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to books and records of the Borrowers in order to, among other things, allow Seller and/or Secured Parties to gather information or documents necessary for accounting purposes or preparation or filing of tax documents.

ARTICLE VII SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

7.01 Indemnification By Seller. Seller shall indemnify and hold Buyer and its respective officers, directors, members, managers, agents, employees, attorneys, and their respective successors and assigns harmless from, and will reimburse them for, any and all claims,

liabilities, losses, damages, and expenses (including without limitation reasonable outside attorneys' fees) incurred by any one or more of them after the Closing Date to the extent that they arise from or relate to the untruthfulness in any material respect of any representation or warranty made by Agent in this Agreement.

7.02 Indemnification By Buyer. Buyer shall indemnify and hold Seller and Secured Parties, and their respective officers, directors, members, managers, agents, employees, attorneys, and their respective successors and assigns harmless from, and will reimburse Seller and Secured Parties for, any and all claims, liabilities, losses, damages, and expenses (including without limitation reasonable outside attorneys' fees) incurred by any one or more of them after the Closing Date to the extent they arise from or relate to the untruthfulness in any material respect of any representation or warranty made by Buyer in this Agreement.

7.03 Indemnification Procedures. Promptly after receipt by any party entitled to indemnification under this Article VIII (hereafter referred to as an "Indemnified Party") of notice of any demand, claim, or circumstance which, with the lapse of time, would or might give rise to a Claim or the commencement (or threatened commencement) of any action, proceeding, or investigation (an "Asserted Liability") that may result in any claim for which the Indemnified Party is entitled to indemnification under Article VIII (hereafter referred to as a "Claim"), the Indemnified Party shall promptly give notice thereof (the "Claims Notice") to the party obligated to provide indemnification pursuant to Section 7.01 or 7.02 (the "Indemnifying Party"). The Claims Notice shall describe the Asserted Liability in reasonable detail, shall contain supporting documentation (if applicable), and shall indicate the amount (estimated, if necessary and to the extent feasible) of the Claims that have been or may be suffered by the Indemnified Party. No indemnification obligation shall be imposed upon an Indemnifying Party unless a proper Claims Notice is given to that Indemnifying Party on or before the last day of the survival period for the representation, warranty, or covenant, the alleged breach of which forms the basis for the Claim. Failure of an Indemnified Party to give prompt notice of a Claim shall not release, waive, or otherwise affect an Indemnifying Party's obligations with respect thereto except to the extent that the Indemnifying Party suffers actual loss or prejudice as a result of such failure.

(a) The Indemnifying Party may elect to compromise or defend, at its own expense and by its own counsel, any Asserted Liability. If the Indemnifying Party elects to compromise or defend such Asserted Liability, it shall within thirty (30) days (or sooner, if the nature of the Asserted Liability so requires) notify the Indemnified Party of its intent to do so, and the Indemnified Party shall cooperate with the Indemnifying Party and shall provide the Indemnifying Party access to its records and personnel reasonably relating to any such Asserted Liability, in each case, at the expense of the Indemnifying Party, in the compromise of, or defense against, such Asserted Liability. If the Indemnifying Party elects not to compromise or defend the Asserted Liability or fails to notify the Indemnified Party of its election as herein provided, the Indemnified Party may pay, compromise, or defend such Asserted Liability at the expense of the Indemnifying Party. Subject to the limitations contained in Section 7.03(b) on the obligations of the Indemnifying Party in respect of proposed settlements, the Indemnified Party shall have the right to employ its own counsel with respect to any Asserted Liability, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the employment of such counsel at the expense of the Indemnifying Party shall have been authorized in writing by the Indemnifying Party in connection with the defense of such action, or (ii) such

Indemnifying Party shall not have, as provided above, promptly employed counsel reasonably satisfactory to the Indemnified Party to take charge of the defense of such action. The Indemnified Party, at its own cost, may employ separate counsel to assert, based on an opinion of counsel, one or more legal defenses available to it which are different from or additional to those available to such Indemnifying Party; the Indemnifying Party shall not have the right to direct the defense of such action on behalf of the Indemnified Party in respect of such different or additional defenses. If the Indemnifying Party chooses to defend any claim, the Indemnified Party shall make available to the Indemnifying Party any books, records, or other documents within its control that are necessary or appropriate for such defense.

(b) Notwithstanding the provisions of Section 7.03(a), neither the Indemnifying Party nor Indemnified Party may settle or compromise any claim for which indemnification has been sought and is available hereunder, over the reasonable objection of the other; provided, however, that consent to settlement or compromise shall not be unreasonably withheld or delayed and provided further that such settlement or compromise does not admit liability of or impose any obligations on the Indemnified Party. If, however, the Indemnified Party refuses to consent to a bona fide offer of settlement, which does not include an admission of liability or impose any obligations on the Indemnified Party, and which the Indemnifying Party wishes to accept, the Indemnified Party may continue to pursue such matter, free of any participation by the Indemnifying Party, at the sole expense of the Indemnified Party. In such event, the obligation of the Indemnifying Party to the Indemnified Party shall be equal to the lesser of (i) the amount of the offer of settlement which the Indemnified Party refused to accept plus the costs and expenses of the Indemnified Party prior to the date the Indemnifying Party notified the Indemnified Party of the offer of settlement, and (ii) the actual out-of-pocket amount the Indemnified Party is obligated to pay as a result of the Indemnified Party's continuing to pursue such matter.

7.04 Survival. The representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is twelve (12) months from the Closing Date.

ARTICLE VIII MISCELLANEOUS

8.01 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications hereunder shall be delivered to the respective parties at the following addresses (or to such other person or at such other address for a party as shall be specified by like notice, provided that notices of a change of address shall be effective only upon receipt thereof):

If to Buyer, to:

Advantage Insights, LLC
65 Gadsden St.
Charleston, SC 29401
Attention: Adam Witty, CEO
E-mail: awitty@advantageww.com

with a copy (that shall not be considered notice for the purposes provided for herein) to:

Seyfarth Shaw LLP
975 F. St. NW
Washington, DC 20004
Attention: Andrew J. Sherman, Esq.
E-mail: asherman@seyfarth.com

If to Seller, to:

Chatham Capital Management IV, LLC
1230 Peachtree Street N.E.
Promenade II, Suite 1750
Atlanta, GA 30309
Attention: Brian G. Reynolds, Managing Partner
E-mail: br@chathamcapital.com
Attention: Kendal Strickland
Chatham Capital
Promenade II, Suite 1750
1230 Peachtree Street NE
Atlanta, GA 30309
E-mail: ks@chathamcapital.com

with a copy (that shall not be considered notice for the purposes provided for herein) to:

Troutman Sanders LLP
600 Peachtree Street N.E.
Suite 3000
Atlanta, GA 30308
Attention: Hazen H. Dempster, Esq.
E-mail: hazen.dempster@troutman.com
Attention: Matthew Ray Brooks, Esq.
E-mail: Matthew.Brooks@troutman.com

8.02 Amendments; No Waivers.

(a) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Buyer and Seller, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

8.03 Expenses. Except as otherwise expressly provided herein, all costs, fees, and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost, fee, or expense.

8.04 Assignment; Parties in Interest. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and thereto and their permitted successors and assigns. Neither Buyer nor Seller may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the written consent of the other party hereto or thereto.

8.05 Governing Law; Agreement to Arbitrate. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Georgia. The state and federal courts located in the State, City, and County of Georgia shall be the exclusive venue for any action brought by either party under this Agreement.

8.06 **WAIVER OF JURY TRIAL**. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

8.07 Attorneys' Fees. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court (including costs, expenses, and fees on any appeal).

8.08 Remedies. Except as otherwise expressly provided herein, any and all remedies herein expressly conferred upon a party hereunder shall be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law or equity on such party, and the

exercise of any one remedy shall not preclude the exercise of any other. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction.

8.09 Entire Agreement. This Agreement, the Ancillary Agreements, the Financing Documents, and the Disclosure Schedules and Exhibits hereto and thereto and all letter agreements duly executed and delivered by authorized officers of the parties after the date hereof in connection herewith constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other prior agreements, understandings, and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement (including, without limitation, that certain letter of intent dated March 27, 2018).

8.10 Captions. The section and article captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

8.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com), or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8.12 Severability. This Agreement shall be deemed severable; the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of this Agreement or of any other term hereof and the application of such invalid or unenforceable provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and enforced to the fullest extent permitted by Law.

8.13 Disclosure Schedules. Nothing in the Disclosure Schedules shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Schedule identifies the exception with particularity. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item in the Disclosure Schedules shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item). Disclosure in one section of the Disclosure Schedules shall only apply to that section of the Disclosure Schedules, and the corresponding representation or warranty, and shall not be deemed to modify or be applicable to any other section of the Disclosure Schedules or to any other representation or warranty under this Agreement (unless specifically cross-referenced or disclosed as such).

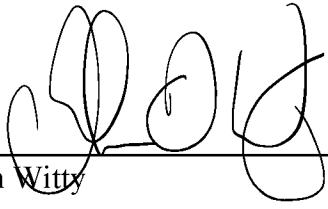
8.14 Joint Drafting. This Agreement shall be deemed to have been drafted jointly by the parties hereto and no presumption or rules of construction based upon drafting this Agreement shall be made in any legal proceedings arising in relation hereto.

[Signature page follows]

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

BUYER:

ADVANTAGE INSIGHTS, LLC

By: 
Adam Witt
CEO

SELLER:

CHATHAM CAPITAL MANAGEMENT IV, LLC
not individually, but as agent for Secured Parties

By: _____
Brian G. Reynolds
Managing Partner of Chatham Capital
Management IV, LLC

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

BUYER:

ADVANTAGE INSIGHTS, LLC

By: _____
Adam Witty
CEO

SELLER:

CHATHAM CAPITAL MANAGEMENT IV, LLC
not individually, but as agent for Secured Parties

By:  _____
Brian G. Reynolds
Managing Partner

[Signature Page to Asset Purchase Agreement]

EXHIBIT A

Form of Foreclosure Bill of Sale

FORECLOSURE BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") 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 ("Buyer") 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.

WITNESSETH:

WHEREAS, Sellers are hereby executing and delivering this Bill of Sale to evidence the vesting in Buyer of all of Sellers' right, title and interest in and to the assets identified on Exhibit A attached hereto and incorporated herein by reference (the "Assets"), for the consideration and on the terms and conditions provided for herein;

WHEREAS, this Bill of Sale is executed in connection with a private foreclosure sale ("Private Sale") of the Assets 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, Buyer was the purchaser at the Private Sale;

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

WHEREAS, this Bill of Sale is given by Sellers to Buyer by and through Agent pursuant to a power of sale 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 Bill of Sale is executed to evidence the vesting in Buyer of all of Sellers' right, title and interest in and to the Assets;

NOW, THEREFORE, in consideration of the Purchase Price, Sellers hereby sell, transfer and assign, 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 Buyer in the APA, the Assets to Buyer, and Buyer hereby acquires and purchases the Assets from Sellers on such terms.

Except for those representations and warranties expressly given by Agent to Buyer as set forth in the APA, the interests of Sellers in the Assets are being sold by Agent and accepted by Buyer “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 Assets, (ii) title to or ownership of any of the Assets, (iii) the priority of Agent or Secured Parties’ security interest in any of the Assets, (iv) warranties of title, merchantability or fitness for a particular purpose, or of any right to possession or quiet enjoyment of the Assets, and the like, or (v) payment of taxes respecting the Assets or whether the Assets 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 Bill of Sale 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 Bill of Sale to be executed by Sellers pursuant to a power of sale 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: _____

Name:

Title:

[Signature Page to Foreclosure Bill of Sale]

Exhibit A To Foreclosure Bill of Sale – Assets

All of the Sellers' right, title and interest in, to and under all of the following:

(a) all Accounts, any and all revenues and cash flows received in consideration for such Accounts whether derived from sales or services performed before or after the Effective Date, including any affiliate commission revenue from sales of Advantage Media Group, Inc. and News & Experts, LLC services received after the Effective Date, whether such sales occurred before or after the Effective Date;

(b) all General Intangibles (including intellectual property, payment intangibles and Software);

(c) all Goods (including Inventory, Equipment and Fixtures);

(d) all Supporting Obligations, Letter of Credit Rights, those rights relating to security deposits and prepaid expenses and claims for refunds; and

(e) to the extent not otherwise included, all Proceeds and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

EXHIBIT B

Form of IP Assignment Agreement

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.

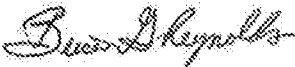
[Signature page follows]

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: 006638 FRAME: 0718

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.

EXHIBIT C

Form of Promissory Note

PROMISSORY NOTE

April 6, 2018

\$1,642,043.90

FOR VALUE RECEIVED, ADVANTAGE INSIGHTS, LLC, a South Carolina limited liability company ("Buyer"), promises to pay to the order of **CHATHAM CAPITAL MANAGEMENT IV, LLC**, in its capacity as agent (in such capacity, together with its successors and assigns, the "Agent") under that certain Credit Agreement dated as of May 15, 2014, as amended (the "Credit Agreement"), among Glazer-Kennedy Insider's Circle, LLC, a Delaware limited liability company ("GKIC"), GKIC Intermediate Holdco, Inc., a Delaware corporation, the other persons listed on the signature pages thereto as "Credit Parties," the financial institutions party thereto as Agents, and the Agent, the principal sum of **ONE MILLION SIX HUNDRED FORTY-TWO THOUSAND FORTY-THREE AND 90/100 DOLLARS (\$1,642,043.90)**, as such amount may be adjusted in accordance with Section 3 below, on the dates and in the amounts hereinafter set forth, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time at the rate or rates per annum hereinafter set forth. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in that certain Security Agreements dated as of the date hereof executed by Buyer in favor of Agent (the "Security Agreement").

1. Principal Payments. The principal amount of this Note shall be paid in thirty-six installments, with the first thirty-five such installments being in an amount equal to one and two-tenths percent (1.2%) of the principal balance of this Note outstanding on March 31, 2019, which installments shall be due and payable on the first day of each month, commencing April 1, 2019 and with the final such installment being in the amount of the remaining unpaid principal balance of this Note, which installment shall be due and payable on April 1, 2022 (the "Maturity Date").

2. Interest. Interest shall accrue on the principal amount outstanding hereunder at a rate per annum equal to the Applicable Base Rate plus six percent (6%), calculated on the basis of a 360-day year and actual days elapsed, payable on the first date of each month, commencing May 1, 2018 and ending on the Maturity Date.

Following the occurrence of an Event of Default and during the continuation thereof, the principal balance outstanding under this Note shall bear interest at the interest rate set forth above plus four percent (4%) per annum, payable on demand.

As used herein the term "Applicable Base Rate" means, on any day, the LIBOR Rate; provided, however, at any time that Agent determines that (i) it is not reasonably possible to determine the LIBOR Rate, (ii) that the LIBOR Rate is no longer available, (iii) it is no longer lawful for Agent to make Loans at any rate based on the LIBOR Rate, or (iv) a Default or an Event of Default exists, then the Applicable Variable Rate shall be such other reference or index rate as Agent may select in its discretion; provided, further, that in no event shall the Applicable Base Rate be less than zero.

As used herein the term “LIBOR Rate” means, on any day, the LIBOR Rate as shown in The Wall Street Journal on such day for United States dollar deposits for the three-month delivery of funds or, if such day is not a Business Day, on the immediately preceding Business Day. If The Wall Street Journal for any reason ceases to publish a LIBOR Rate, then the LIBOR Rate shall be as published from time to time and any other publication or reference source designated by Agent in its discretion. The LIBOR Rate is a reference rate and does not necessarily represent the best or lowest rate charged by Agent. The LIBOR Rate shall be set on the Closing Date and shall adjusted on the first Business Day of each month (each an “Adjustment Date”) but in each case shall remain fixed until the next Adjustment Date. If on any Adjustment Date the LIBOR Rate shall be less than zero, then LIBOR Rate on such Adjustment Date shall be deemed to be zero for purposes of this Agreement.

3. Adjustments to the Principal Amount of this Note. This Note has been executed and delivered by Buyer in favor of Agent pursuant to the terms of that certain Asset Purchase Agreement (the “Purchase Agreement”) dated of even date herewith between Buyer and Agent. In accordance with the terms and conditions set forth herein, the principal amount of this Note shall be adjusted on the dates and in the amounts set forth in Section 2.06(a) of the Asset Purchase Agreement.

4. Application of Payments. All payments made by the Buyer hereunder, shall be applied first to late charges, fees, costs, expenses and all other amounts due the Agent, if any, under the Loan Documents, this Note or otherwise (including legal fees and expenses incurred in enforcing its rights), other than principal and interest, then to interest at the rate of interest then in effect, and the balance to the principal balance due under this Note. Amounts evidenced by this Note which are repaid may not be reborrowed.

5. Payments Generally. All payments on this Note are to be made without set-off or counterclaim in immediately available funds, at the office of the Agent at Agent’s office located at 1230 Peachtree Street N.E., Promenade II, Suite 1750, Atlanta, GA 30309, or at such other place as the holder hereof may designate. To the extent any payment made by Buyer hereunder shall be subject to any present or future tax, levy, cost or charge of any nature imposed by any government or any authority or political subdivision thereof, excluding taxes on or measured by the net income of the Agent imposed by any jurisdiction in which the principal or relevant lending office of the Agent is located (all such non excluded taxes being hereinafter referred to as “Taxes”), such payment shall be accompanied by an additional payment by Buyer of such amount as may be necessary so that the net amount received by the Agent (after deducting all applicable Taxes) is the same as such Person would have received had such payment not been subject to such Tax. Upon any payment of Taxes by Buyer, Buyer shall promptly (and in any event within 30 days) furnish to the Agent such tax receipts, certificates and other evidence of such payment as Buyer may have or the Agent may reasonably request.

If the Buyer shall fail to make any payments within ten (10) days after the same is due, the Buyer shall pay a late charge of three percent (3%) of the unpaid amounts, but in no event greater than the maximum rate permitted by law, to cover the Agent's administrative costs occasioned by such delay.

If any payment of principal or interest becomes due on a Saturday, Sunday or any other day which is not a business day, such payment shall be deferred to, and shall be payable on, the next business day and interest shall continue to accrue during such period.

6. Prepayment. This Note may be prepaid in whole or in part, without premium or penalty, at any time, upon not less than five (5) days prior written notice to the Agent, and each such prepayment shall be made together with interest accrued on the amount prepaid. Any such prepayments shall be applied to the principal installments hereof in the inverse order of maturity.

7. Remedies Upon Event of Default. Upon the occurrence of an Event of Default, Agent, at its option, without demand or notice of any kind, may declare this Note immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable; provided, however, that upon the occurrence of any Event of Default described in clauses (f) or (g) of the definition of "Event of Default" contained in the Security Agreement, this Note, without demand, notice or declaration by Agent of any kind, shall automatically and immediately become due and payable.

Upon the occurrence of an Event of Default hereunder or whenever Agent in good faith believes that the prospect of payment of this Note is impaired, Agent, without notice or demand of any kind, may hold and set off, against any or all outstanding principal or interest owing under this Note as Agent may elect, any amount owed to Buyer by Agent.

8. Usury Savings Clause. In no event shall the amount or rate of interest due and payable under this Note exceed the maximum amount or rate of interest allowed by applicable law and, in the event any such excess payment is made by Buyer or received by Agent, such excess sum shall be credited as a payment of principal (or if no principal shall remain outstanding, shall be refunded to Buyer). It is the express intent hereof that Buyer not pay and Agent not receive, directly or indirectly or in any manner, interest in excess of that which may be lawfully paid under applicable law. All interest (including all charges, fees or other amounts deemed to be interest) which is paid or charged under this Note shall, to the maximum extent permitted by applicable law, be amortized, allocated and spread on a pro rata basis throughout the actual term of this Note and any extension or renewal hereof.

9. Security. This Note has been guaranteed by Advantage Media Group, Inc., a **[South Carolina]** corporation ("Guarantor") pursuant to certain Continuing Guaranty executed by the Guarantor in favor of the Agent (the "Guaranty") and is secured by the Security Agreement.

10. Indemnity. The Buyer will indemnify and hold the Agent harmless from any loss, liability, damages, judgments, and costs of any kind relating to or arising directly or indirectly out of (a) this Note, the Loan Documents or any other document required hereunder or thereunder, (b) any credit extended or committed by the Agent to the Buyer hereunder, and (c) any litigation or proceeding related to or arising out of this Note, any Loan Document, any such other document, or any such credit. This indemnity includes but is not limited to attorneys' fees. This indemnity extends to the Agent, its parent, subsidiaries and all their directors, officers, employees, agents, successors, attorneys, and assigns. This indemnity will survive repayment of the Buyer's obligations to the Agent.

11. Miscellaneous.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest and notice of dishonor are hereby waived by each and every maker, guarantor, surety and other person or entity primarily or secondarily liable on this Note. Agent shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by Agent. No delay or omission by Agent in exercising any of its rights under this Note shall operate as a waiver of such rights and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note is binding upon the Buyer and its successors and assigns; provided, however, that the Buyer shall not be entitled to assign or delegate any rights or obligations under this Note without the prior written consent of the Agent.

This Note may be amended, modified or supplemented only by written agreement signed on behalf of the Agent and the Buyer.

The headings and captions of the numbered paragraphs of this Note are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. Time is of the essence of this Note.

The Buyer agrees to pay all costs, fees and expenses of collection, including, without limitation, the Agent's reasonable attorneys' fees and disbursements, in the event that any action, suit or proceeding is brought by the holder hereof to collect this Note or if an Event of Default shall have occurred.

12. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA, EXCLUDING CONFLICTS OF LAWS RULES THEREOF. BUYER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN FULTON COUNTY, STATE OF GEORGIA OR OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF GEORGIA AND IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS NOTE OR THE OTHER LOAN DOCUMENTS MAY BE LITIGATED IN SUCH COURTS; PROVIDED, THAT BUYER ACKNOWLEDGES THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF FULTON COUNTY AND THE NORTHERN DISTRICT OF GEORGIA, AND, PROVIDED, FURTHER, NOTHING IN THIS SECTION 12 SHALL BE DEEMED OR OPERATE TO PRECLUDE AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON ANY COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF AGENT. BUYER EXPRESSLY SUBMITS AND CONSENT TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY

DEFENSE OF FORUM NON CONVENIENS. BUYER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON BUYER BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO GRANTOR, IN THE MANNER SET FORTH IN SECTION 11 OF THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.


13. WAIVER OF JURY TRIAL. BUYER HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE. GRANTOR AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS NOTE AND THAT AGENT WILL CONTINUE TO RELY ON THE WAIVER IN ITS FUTURE DEALINGS. BUYER WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

[Signature Page Follows]

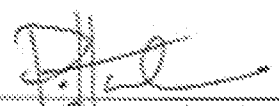
SIGNED, SEALED AND DELIVERED by the undersigned Buyer as of the day and year first above written.

ADVANTAGE INSIGHTS, LLC

By:

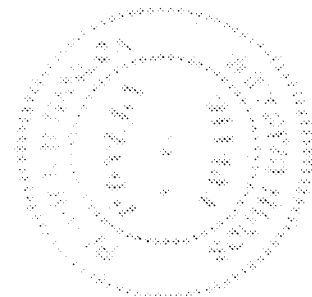

Name: Adam Witty
Title: CEO

Attest:


Name: Patrick R. Hanton
Title: VP, Finance

[SEAL]

Entered Herein is My
Oath Of South Carolina Notary Public Seal
My Commission Expires February 25, 2024
PATRICK R. HANTON



{Signature Page Promissory Note}

EXHIBIT D

Form of Security Agreement

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of April 6, 2018, by and among ADVANTAGE INSIGHTS, LLC, a South Carolina limited liability company (“Grantor”), and Chatham Capital Management IV, LLC, individually and in its capacity as Agent for Lenders under the Credit Agreement.

W I T N E S S T H:

WHEREAS, Grantor and Agent are party to that certain Asset Purchase Agreement, dated of even date herewith (the “Asset Purchase Agreement”), pursuant to which Agent has sold to Grantor certain assets of Glazer-Kennedy Insider’s Circle, LLC, a Delaware limited liability company (“GKIC”) in a private sale under §9-610 of the Uniform Commercial Code in consideration of which Grantor has issued to Agent, for the benefit of the Lenders under the Credit Agreement, a promissory note in the principal amount of \$1,642,043.90 (the “Note”) and agreed to make certain royalty payments as more specifically set forth in the Asset Purchase Agreement (the “Royalty Payments”).

WHEREAS, in order to induce Agent and Lenders to enter into the Asset Purchase Agreement, Grantor has agreed to grant a continuing Lien on the Collateral (as hereinafter defined) to secure the payment of the Note, the Royalty Payments and the other Obligations;

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, the parties hereto agree as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note or in Annex A attached hereto and incorporated herein by reference. All other terms contained in this Security Agreement, unless the context indicates otherwise, have the meanings provided for by the Code to the extent the same are used or defined therein.

2. GRANT OF LIEN.

(a) To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, collaterally assigns, conveys, mortgages, pledges and hypothecates to Agent, for itself and the benefit of Lenders, a Lien upon all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, Grantor, and regardless of where located (all of which being hereinafter collectively referred to as the “Collateral”), including:

- (i) all Accounts;

- (ii) all Chattel Paper;
- (iii) all Documents;
- (iv) all General Intangibles (including payment intangibles and Software);
- (v) all Goods (including Inventory, Equipment and Fixtures);
- (vi) all Instruments;
- (vii) all Investment Property;
- (viii) all Deposit Accounts, all lockboxes and lockbox accounts and all other bank accounts and all deposits therein;
- (ix) all money, cash or cash equivalents;
- (x) all Supporting Obligations and Letter of Credit Rights;
- (xi) the Commercial Tort Claims set forth on Schedule V hereto; and
- (xii) to the extent not otherwise included, all Proceeds, tort claims, insurance claims and other rights to payments not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff against the property of Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power.

3. AGENT'S AND LENDERS' RIGHTS: LIMITATIONS ON AGENT'S AND LENDERS' OBLIGATIONS.

(a) It is expressly agreed by Grantor that, anything herein to the contrary notwithstanding, Grantor shall remain liable under each of its contracts and each of its Licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder. Neither Agent nor any Lender shall have any obligation or liability under any contract or License by reason of or arising out of this Security Agreement or the granting herein of a Lien thereon or the receipt by Agent or any Lender of any payment relating to any contract or License pursuant hereto. Neither Agent nor any Lender shall be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any contract or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any

contract or License, or to present or file any claims, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Agent may at any time after an Event of Default has occurred and is continuing, without prior notice to Grantor, notify Account Debtors and other Persons obligated on the Collateral that Agent has a security interest therein, and that payments shall be made directly to Agent. Once any such notice has been given to any Account Debtor or other Person obligated on the Collateral, Grantor shall not give any contrary instructions to such Account Debtor or other Person without Agent's prior written consent.

(c) Agent may at any time after an Event of Default has occurred and is continuing, in Agent's own name, in the name of a nominee of Agent, in the name of Grantor or by engaging and in the name of an independent accounting firm (at Grantor's expense), communicate (by mail, telephone, facsimile or otherwise) with Account Debtors, parties to contracts and obligors in respect of Instruments to verify with such Persons, to Agent's satisfaction, the existence, amount, terms of, and any other matter relating to Accounts, Instruments, Chattel Paper and/or payment intangibles. If an Event of Default shall have occurred and be continuing, Grantor, at its own expense, shall cause the independent certified public accountants then engaged by Grantor to prepare and deliver to Agent and each Lender at any time and from time to time promptly upon Agent's request the following reports with respect to Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts as Agent may request. Grantor, at its own expense, shall deliver to Agent the results of each physical verification, if any, which Grantor may in its discretion have made, or caused any other Person to have made on its behalf, of all or any portion of its Inventory.

4. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that:

(a) Grantor is a limited liability company duly organized and validly existing under the laws of the State of South Carolina with full corporate power and authority to enter into this Agreement and the other Loan Documents to which it is a party and to perform its obligations hereunder and thereunder.

(b) Grantor has all requisite power and authority to own and operate its business and to execute, deliver, and perform its obligations under this Agreement and the other Loan Documents. The execution, delivery and performance by Grantor of this Agreement and the other Loan Documents have been duly authorized by Grantor's members and managers and no further filing, consent, or authorization is required by Grantor or its members and managers. This Agreement and the other Loan Documents to which Grantor is a party have been duly executed and delivered by the Grantor, and constitute the legal, valid, and binding obligations of Grantor, enforceable against Grantor in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(c) The execution, delivery and performance of this Agreement and the other Loan Documents and the consummation of the associated transactions do not and shall not (a) conflict with or result in any breach of the provisions of, (b) constitute a default under, result in a violation of, or cause the acceleration of any obligations under, or (c) require any authorization, consent, approval, exemption, or other action by or notice to any Governmental Authority, under Grantor's Certificate of Formation, Operating Agreement, or any contract to which Grantor is bound or affected or under applicable law.

(d) This Agreement and the other Loan Documents have been duly executed and delivered by Grantor and constitute the legal, valid, and binding obligations of Grantor enforceable against it in accordance with their respective terms.

(e) Grantor has rights in and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder free and clear of any and all Liens other than Permitted Encumbrances.

(f) No effective security agreement, financing statement, equivalent security or Lien instrument or continuation statement covering all or any part of the Collateral is on file or of record in any public office, except such as may have been filed (i) by Grantor in favor of Agent pursuant to this Security Agreement or the other Loan Documents, and (ii) in connection with any other Permitted Encumbrances.

(g) This Security Agreement is effective to create a valid and continuing Lien on and, upon the filing of the appropriate financing statements listed on Schedule I hereto, a perfected Lien in favor of Agent, for itself and the benefit of Lenders, on the Collateral with respect to which a Lien may be perfected by filing pursuant to the Code. Such Lien is prior to all other Liens, except Permitted Encumbrances that would be prior to Liens in favor of Agent, for the benefit of Agent and Lenders, as a matter of law, and is enforceable as such as against any and all creditors of and purchasers from Grantor (other than purchasers and lessees of Inventory in the ordinary course of business). All actions by Grantor necessary to protect and perfect such Lien on each item of the Collateral have been duly taken except to the extent the Agent has determined that the time and expense of perfecting a security interest in such Collateral is not justified by the value of such Collateral.

(h) Schedule II hereto lists, as of the Closing Date, all Instruments, Letter of Credit Rights and Chattel Paper of Grantor. All action by Grantor necessary or desirable to protect and perfect the Lien of Agent on each item set forth on Schedule II (including the delivery of all originals thereof to Agent and the legending of all Chattel Paper as required by Section 5(d) hereof) has been duly taken. The Lien of Agent, for the benefit of Agent and Lenders, on the Collateral listed on Schedule II hereto is prior to all other Liens, except Permitted Encumbrances that would be prior to the Liens in favor of Agent as a matter of law, and is enforceable as such against any and all creditors of and purchasers from Grantor.

(i) Grantor's name as it appears in official filings in the state of its incorporation or other organization, the type of entity of Grantor (including corporation, partnership, limited partnership or limited liability company), organizational identification number issued by Grantor's state of incorporation or organization or a statement that no such

number has been issued, Grantor's state of organization or incorporation, the location of Grantor's chief executive office, principal place of business, offices, all warehouses and premises where Collateral is stored or located, and the locations of its books and records concerning the Collateral are, as of the Closing Date, set forth on Schedule III hereto. Grantor has only one state of incorporation or organization.

(j) With respect to the Accounts, (i) they represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper; (ii) there are no setoffs, claims or disputes existing or asserted with respect thereto and Grantor has not made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by Grantor in the ordinary course of its business and consistent with Grantor's past practices, as disclosed to Agent; (iii) to Grantor's knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the aggregate amount payable thereunder as shown on Grantor's books and records and any invoices and statements; (iv) Grantor has not received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any adverse change in such Account Debtor's financial condition; and (v) Grantor has no knowledge that any Account Debtor is unable generally to pay its debts as they become due. Further with respect to the Accounts, (x) the amounts shown on all invoices and statements which may be delivered to the Agent are actually and absolutely owing to Grantor as indicated thereon and are not in any way contingent; and (y) to Grantor's knowledge, all Account Debtors have the capacity to contract.

(k) With respect to any Inventory owned by Grantor, (i) such Inventory is located at one of the applicable Grantor's locations set forth on Schedule III hereto, (ii) no Inventory is now, or shall at any time or times hereafter be stored, at any other location without Agent's prior consent, and if Agent gives such consent, each applicable Grantor will concurrently therewith obtain, to the extent required by the Agent, bailee, landlord and mortgagee agreements, (iii) the applicable Grantor has good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the Lien granted to Agent, for the benefit of Agent and Lenders, and except for Permitted Encumbrances, (iv) such Inventory is of good and merchantable quality, free from any defects, (v) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition (other than the payment of commissions in the ordinary course of business), and (vi) the completion of manufacture, sale or other disposition of such Inventory by Agent following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which Grantor is a party or to which such property is subject.

(l) As of the Closing Date, Grantor has no interest in, or title to, any Patent, Trademark or Copyright that is registered with any foreign or domestic Governmental Authority except as set forth in Schedule IV hereto. This Security Agreement is effective to create a valid

and continuing Lien on and, upon filing of the Copyright Security Agreements with the United States Copyright Office and filing of the Patent Security Agreements, the Trademark Security Agreements with the United State Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I hereto, perfected Liens in favor of Agent on Grantor's Patents, Trademarks and Copyrights and such perfected Liens are enforceable as such as against any and all creditors of and purchasers from Grantor. Upon filing of the Copyright Security Agreements with the United States Copyright Office and filing of the Patent Security Agreements and the Trademark Security Agreements with the United State Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I hereto, all action necessary or desirable to protect and perfect Agent's Lien on Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

5. COVENANTS. Grantor covenants and agrees with Agent, for the benefit of Agent and Lenders, that from and after the date of this Security Agreement and until the Termination Date:

(a) Financial Statements and Other Reports. Grantor will maintain, and cause each of its Subsidiaries to maintain, a system of accounting established and administered in accordance with sound business practices to permit preparation of Financial Statements in conformity with GAAP (it being understood that monthly Financial Statements are not required to have footnote disclosures and may be subject to normal year-end adjustments). Grantor will deliver each of the Financial Statements and other reports described below to Agent:

(i) As soon as available and in any event by the later of (i) thirty (30) days after the end of each month and the last day of the month immediately following such month (in each case, including the last month of the Grantor's Fiscal Year), Grantor will deliver (1) the consolidated and, if available, consolidating balance sheets of Grantor and its Subsidiaries (as applicable), as at the end of such month, and the related consolidated and, if available, consolidating statements of income, stockholders' equity and cash flow for such month and for the period from the beginning of the then current Fiscal Year of Grantor to the end of such month, and (2) a report setting forth in comparative form the corresponding figures for the corresponding periods of the previous Fiscal Year.

(ii) As soon as available and in any event within one hundred twenty (120) days after the end of each Fiscal Year of Grantor ending after the Closing Date, Grantor will deliver (1) the consolidated and consolidating balance sheets of Guarantor and its Subsidiaries, as at the end of such year, and the related consolidated and consolidating statements of income, stockholders' equity and cash flow for such Fiscal Year, reviewed (in the case of any fiscal year ending prior to the second anniversary hereof) or audited (each fiscal year thereafter) by a firm of certified public accountants selected by Grantor and reasonably acceptable to Agent.

(iii) Promptly upon receipt thereof, Grantor will deliver copies of all significant reports submitted by Guarantor's firm of certified public accountants in connection with each annual, interim or special audit or review of any type of the Financial Statements or related internal control systems of Guarantor or its Subsidiaries

made by such accountants, including any comment letter submitted by such accountants to management in connection with their services.

(iv) Provide Agent with prompt written notice of any of the following: (1) any condition or event that constitutes, or which could reasonably be expected to result in the occurrence of, an Event of Default or Default; (2) any event or condition that could reasonably be expected to result in any Material Adverse Effect; or (3) any default or event of default with respect to any Indebtedness of Grantor or any of its Subsidiaries other than the Obligations.

(v) With reasonable promptness, Grantor will deliver such other information and data with respect to Grantor or any Subsidiary of Grantor as from time to time may be reasonably requested by Agent.

(b) Grantor shall permit any authorized representatives of Agent to visit, audit and inspect any of the properties of Grantor and its Subsidiaries, including its and their financial and accounting records, and to make copies and take extracts therefrom, and to discuss its and their affairs, finances and business with its and their officers and certified public accountants, at such reasonable times during normal business hours and as often as may be reasonably requested. Grantor also shall permit any authorized representatives of Agent to conduct periodic examinations of the Collateral, concurrently with any visit, audit, or inspection under this Section 5(b) or at such other reasonable times during normal business hours provided that, so long as there exists no Default or Event of Default, Agent shall not conduct more than two (2) such inspections in any year.

(c) Further Assurances: Pledge of Instruments; Chattel Paper.

(i) At any time and from time to time, upon the written request of Agent and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as Agent may reasonably deem necessary or appropriate to obtain the full benefits of this Security Agreement and of the rights and powers herein granted, including (A) using its commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of Agent of any License or contract held by Grantor and to enforce the security interests granted hereunder; and (B) filing any financing or continuation statements under the Code with respect to the Liens granted hereunder or under any other Loan Document as to those jurisdictions that are not Uniform Commercial Code jurisdictions.

(ii) Unless Agent shall otherwise consent in writing (which consent may be revoked), Grantor shall deliver to Agent all Collateral consisting of negotiable Documents, certificated securities, Chattel Paper and Instruments (in each case, accompanied by stock powers, allonges or other instruments of transfer executed in blank) promptly after Grantor receives the same.

(iii) Grantor shall obtain or use its commercially reasonable efforts to obtain waivers or subordinations of Liens from landlords and mortgagees, or bailee

letters from bailees with respect to any warehouse, processor or converter facility or other location where Collateral is stored or located.

(iv) Grantor that is or becomes the beneficiary of a letter of credit shall promptly, and in any event within two (2) Business Days after becoming a beneficiary, notify Agent thereof and enter into a tri-party agreement with Agent and the issuer and/or confirmation bank with respect to Letter-of-Credit Rights collaterally assigning such Letter-of-Credit Rights to Agent and directing all payments thereunder to an account designated by Agent, all in form and substance reasonably satisfactory to Agent.

(v) Grantor shall take all steps necessary to grant the Agent control of all electronic chattel paper in accordance with the Code and all “transferable records” as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

(vi) Grantor hereby irrevocably authorizes the Agent at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Code or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor, and (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Grantor agrees to furnish any such information to the Agent promptly upon request. Grantor also ratifies its authorization for the Agent to have filed in any Uniform Commercial Code jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(vii) Grantor shall promptly, and in any event within two (2) Business Days after the same is acquired by it, notify Agent of any Commercial Tort Claim acquired by it in excess of \$25,000 and, unless otherwise consented by Agent, Grantor shall enter into a supplement to this Security Agreement, granting to Agent a Lien in such Commercial Tort Claim.

(d) Maintenance of Records. Grantor shall keep and maintain, at its own cost and expense, satisfactory and complete records of the Collateral in all material respects, including a record of any and all payments received and any and all credits granted with respect to the Collateral and all other dealings with the Collateral. Grantor shall mark its books and records pertaining to the Collateral to evidence this Security Agreement and the Liens granted hereby. If Grantor retains possession of any Chattel Paper or Instruments with Agent’s consent, such Chattel Paper and Instruments shall be marked with the following legend: “This writing and the obligations evidenced or secured hereby are subject to the security interest of Chatham Capital Management IV, LLC, as Agent, for the benefit of Agent and certain Lenders.”

(e) Covenants Regarding Patent, Trademark and Copyright Collateral.

(i) Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any issued Patent, registered Trademark or registered Copyright (now or hereafter existing) that is material to the business of Grantor may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(ii) In no event shall Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Grantor shall execute and deliver any and all Patent Security Agreements, Copyright Security Agreements or Trademark Security Agreements as Agent may request to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(iii) Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, in each case unless Grantor shall reasonably determine that such Patent, Trademark or Copyright is not material to the conduct of its business or operations.

(iv) In the event that Grantor becomes aware any of the Collateral consisting of Patents, Trademarks or Copyrights is infringed upon, or misappropriated or diluted by a third party, Grantor shall comply with Section 5(c)(vii) of this Security Agreement. Grantor shall, unless Grantor shall reasonably determine that such the potential risks or costs of pursuing any action in connection with the alleged infringement, misappropriation or dilution outweighs the potential benefits of the same, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall reasonably deem appropriate under the circumstances to protect such Collateral consisting of Patents, Trademarks or Copyrights.

(f) Indemnification. In any suit, proceeding or action brought by Agent or any Lender relating to any Collateral for any sum owing with respect thereto or to enforce any rights or claims with respect thereto, Grantor will save, indemnify and keep Agent and Lenders harmless from and against all expense (including reasonable attorneys' fees and expenses), loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the Account Debtor or other Person obligated on the Collateral, arising

out of a breach by Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to, or in favor of, such obligor or its successors from Grantor, except in the case of Agent or any Lender, to the extent such expense, loss, or damage is attributable to the gross negligence or willful misconduct of Agent or such Lender as finally determined by a court of competent jurisdiction. All such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Agent or any Lender.

(g) Compliance with Terms of Accounts, etc. In all material respects, Grantor will perform and comply with all obligations in respect of the Collateral and all other agreements to which it is a party or by which it is bound relating to the Collateral.

(h) Limitation on Liens on Collateral. Grantor will not create, permit or suffer to exist, and Grantor will defend the Collateral against, and take such other action as is necessary to remove, any Lien on the Collateral except Permitted Encumbrances, and will defend the right, title and interest of Agent and Lenders in and to any of Grantor's rights under the Collateral against the claims and demands of all Persons whomsoever.

(i) Limitations on Asset Dispositions. Grantor will not make any Asset Disposition except for sales of inventory in good faith to customers for fair value in the ordinary course of business and dispositions of obsolete equipment not used or useful in the business.

(j) Restriction on Fundamental Changes. Guarantor Parties shall not and shall not cause or permit its Subsidiaries to directly or indirectly: (a) amend, modify or waive any term or provision of its Governing Documents in any manner materially adverse to Agent or Lenders; (b) enter into any transaction of merger or consolidation; or (c) liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution).

(k) Transactions with Affiliates. Grantor shall not and shall not cause or permit its Subsidiaries to directly or indirectly enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any management, consulting, investment banking, advisory or other similar services) with any Affiliate or with any director, officer or employee of Grantor Party, except transactions in the ordinary course of and pursuant to the reasonable requirements of the business of Grantor or any of its Subsidiaries and upon fair and reasonable terms which are fully disclosed to Agent and are no less favorable to Grantor or any of its Subsidiaries than would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate.

(l) Restricted Payments. Grantor shall not to directly or indirectly declare, order, pay, make or set apart any sum for any Restricted Payment, except:

(i) so long as Grantor is either a partnership or an entity disregarded as separate from its owner for U.S. federal income tax purposes, it may make cash distributions to Guarantor that are used by Guarantor to pay income taxes (or estimates thereof) then due and owing with respect to the net income of Grantor taking into account losses from prior periods; provided that no Default or Event of Default exists at the time of any such Restricted Payment or would occur as a result thereof; provided, that if it is

determined that total amount of such tax distributions paid to the holders of Stock for a tax period exceeded the applicable tax rate of the actual net income (net of unrecouped losses) such Fiscal Year, Grantor Parties shall promptly cause Guarantor to immediately refund such excess payment to such Credit Party and unless and until such refund is received, the tax distributions for subsequent tax periods shall be reduced by the amount of such overpayment; and

(ii) Grantor may make other Restricted Payments in an aggregate amount not to exceed the lesser of (A) the amount of equity invested in Grantor by Guarantor and (B) fifty percent (50%) of an amount equal to Grantor's net income since the Closing Date, calculated as a single accounting period, less, to the extent not deducted from net income, (1) any Restricted Payments made pursuant to clause (i) above and (2) Royalty Payments and any other deferred purchase price payments; provided that at the time of any Restricted Payment made pursuant to this clause (ii) and after giving effect thereto, there shall exist no Default or Event of Default and Grantor shall have cash and Cash Equivalents of not less than \$250,000.

(m) Further Identification of Collateral. Grantor will, if so requested by Agent, furnish to Agent, as often as Agent requests, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Agent may reasonably request, all in such detail as Agent may specify.

(n) Notices. Grantor will advise Agent promptly, in reasonable detail, (i) of any Lien (other than Permitted Encumbrances) or claim made or asserted against any of the Collateral, and (ii) of the occurrence of any other event which would have a Material Adverse Effect on the aggregate value of the Collateral or on the Liens created hereunder or under any other Loan Document.

(o) Good Standing Certificates. If requested by Agent, Grantor shall provide to Agent a certificate of good standing from its state of incorporation or organization.

(p) No Reincorporation. Grantor shall not reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated or organized as of the date hereof without the prior written consent of Agent.

(q) Terminations; Amendments Not Authorized. Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of Agent and agrees that it will not do so without the prior written consent of Agent, subject to Grantor's rights under Section 9-509(d)(2) of the Code.

(r) Insurance. Grantor will maintain or cause to be maintained, with financially sound and reputable insurers, public liability and property damage insurance with respect to its business and properties and the business and properties of its Subsidiaries against loss or damage of the kinds customarily carried or maintained by businesses of established reputation engaged in similar businesses and in amounts reasonably acceptable to Agent and will deliver evidence thereof to Agent. Grantor shall, within thirty (30) days of the date hereof,

pursuant to endorsements and/or assignments in form and substance reasonably satisfactory to Agent, (i) cause Agent to be named as lender's loss payee in the case of property or casualty insurance for the benefit of Agent and Lenders, (ii) cause Agent and each Lender to be named as additional insureds in the case of all liability insurance, and (iii) cause Agent (for the benefit of Agent and Lenders) to receive at least 30 days advance written notice for non-renewal, cancellation or amendment of any insurance policy (except in the case of non-payment of premiums in which case such advance notice of cancellation shall be not less than 10 days). In the event Grantor fails to provide Agent with evidence of the insurance coverage required by this Agreement, Agent may purchase insurance at Grantor's expense to protect Agent's interests in the Collateral.

6. AGENT'S APPOINTMENT AS ATTORNEY-IN-FACT.

On the Closing Date, Grantor shall execute and deliver to Agent a power of attorney (the "Power of Attorney") substantially in the form attached hereto as Exhibit A. The power of attorney granted pursuant to the Power of Attorney is a power coupled with an interest and shall be irrevocable until the Termination Date. The powers conferred on Agent, for the benefit of Agent and Lenders, under the Power of Attorney are solely to protect Agent's interests (for the benefit of Agent and Lenders) in the Collateral and shall not impose any duty upon Agent or any Lender to exercise any such powers. Agent agrees that (a) except for the powers granted in clause (h) of the Power of Attorney, it shall not exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing, and (b) Agent shall account for any moneys received by Agent in respect of any foreclosure on or disposition of Collateral pursuant to the Power of Attorney provided that none of Agent or any Lender shall have any duty as to any Collateral, and Agent and Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers. NONE OF AGENT, LENDERS OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE RESPONSIBLE TO GRANTOR FOR ANY ACT OR FAILURE TO ACT UNDER ANY POWER OF ATTORNEY OR OTHERWISE, EXCEPT IN RESPECT OF DAMAGES TO THE EXTENT ATTRIBUTABLE TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, NOR FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

7. REMEDIES: RIGHTS UPON DEFAULT.

(a) In addition to all other rights and remedies granted to it under this Security Agreement, the Note, the other Loan Documents, and under any other instrument or agreement securing, evidencing or relating to any of the Obligations, if any Event of Default shall have occurred and be continuing, Agent may exercise all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, Grantor expressly agrees that in any such event Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the Code and other applicable law), may forthwith enter upon the premises of Grantor where any Collateral is located through self-help, without judicial process, without first obtaining a final judgment or giving Grantor or

any other Person notice and opportunity for a hearing on Agent's claim or action and may collect, receive, assemble, process, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at a public or private sale or sales, at any exchange at such prices as it may deem acceptable, for cash or on credit or for future delivery without assumption of any credit risk. Agent or any Lender shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of Agent and Lenders, the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption Grantor hereby releases. Such sales may be adjourned and continued from time to time with or without notice. Agent shall have the right to conduct such sales on Grantor's premises or elsewhere and shall have the right to use Grantor's premises without charge for such time or times as Agent deems necessary or advisable.

If any Event of Default shall have occurred and be continuing, Grantor further agrees, at Agent's request, to assemble the Collateral and make it available to Agent at a place or places designated by Agent which are reasonably convenient to Agent and Grantor, whether at Grantor's premises or elsewhere. Until Agent is able to effect a sale, lease, or other disposition of Collateral, Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by Agent. Agent shall have no obligation to Grantor to maintain or preserve the rights of Grantor as against third parties with respect to Collateral while Collateral is in the possession of Agent. Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of Agent's remedies (for the benefit of Agent and Lenders), with respect to such appointment without prior notice or hearing as to such appointment. Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale to the Obligations, and only after so paying over such net proceeds, and after the payment by Agent of any other amount required by any provision of law, need Agent account for the surplus, if any, to Grantor. To the maximum extent permitted by applicable law, Grantor waives all claims, damages, and demands against Agent or any Lender arising out of the repossession, retention or sale of the Collateral except such as arise out of the gross negligence or willful misconduct of Agent or such Lender as finally determined by a court of competent jurisdiction. Grantor agrees that ten (10) days prior notice by Agent of the time and place of any public sale or of the time after which a private sale may take place is reasonable notification of such matters. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Obligations, including any attorneys' fees and other expenses incurred by Agent or any Lender to collect such deficiency.

(b) Except as otherwise specifically provided herein, Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral. Grantor hereby waives all of its rights provided in 17 U.S.C. § 106A or any other "moral rights of authors" with respect to any Copyright.

(c) To the extent that applicable law imposes duties on the Agent to exercise remedies in a commercially reasonable manner, Grantor acknowledges and agrees that it is not

commercially unreasonable for the Agent (i) to fail to incur expenses reasonably deemed significant by the Agent to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as the Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Agent against risks of loss, collection or disposition of Collateral or to provide to the Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Agent in the collection or disposition of any of the Collateral. Grantor acknowledges that the purpose of this Section 7(c) is to provide non-exhaustive indications of what actions or omissions by the Agent would not be commercially unreasonable in the Agent's exercise of remedies against the Collateral and that other actions or omissions by the Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 7(c). Without limitation upon the foregoing, nothing contained in this Section 7(c) shall be construed to grant any rights to Grantor or to impose any duties on Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 7(c).

(d) Neither the Agent nor the Lenders shall be required to make any demand upon, or pursue or exhaust any of their rights or remedies against, Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof. Neither the Agent nor the Lenders shall be required to marshal the Collateral or any guarantee of the Obligations or to resort to the Collateral or any such guarantee in any particular order, and all of its and their rights hereunder or under any other Loan Document shall be cumulative. To the extent it may lawfully do so, Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Agent or any Lender, any valuation, stay, appraisal, extension, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise.

8. GRANT OF LICENSE TO WITH RESPECT TO INTELLECTUAL PROPERTY COLLATERAL. For the purpose of enabling Agent to exercise rights and remedies under Section 7 hereof (including, without limiting the terms of Section 7 hereof, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Collateral) at such time as Agent shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to Agent, for the benefit of Agent and Lenders, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Grantor), exercisable only upon the occurrence of an Event of Default and for so long as such Event of Default remains in effect, to (a) use, license or sublicense any of the Intellectual Property now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) to endorse Grantor's name on all applications, documents, papers and instruments necessary for Agent to (i) act in its own name or enforce or use the Intellectual Property, (ii) grant or issue any exclusive or non-exclusive licenses under the Intellectual Property to any third party, and/or (iii) sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of any Intellectual Property. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of such power of attorney.

9. LIMITATION ON AGENT'S AND LENDERS' DUTY IN RESPECT OF COLLATERAL. Agent and each Lender shall use reasonable care with respect to the Collateral in its possession or under its control. Neither Agent nor any Lender shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of Agent or such Lender, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

10. REINSTATEMENT. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

11. NOTICES. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Asset Purchase Agreement.

12. SEVERABILITY. Whenever possible, each provision of this Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Security Agreement. This Security Agreement is to be read, construed and applied together with the Note and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and Grantor with respect to the matters referred to herein and therein.

13. NO WAIVER; CUMULATIVE REMEDIES. Neither Agent nor any Lender shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Agent and then only to the extent therein set forth. A waiver by Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Agent would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Agent or any Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Agent and Grantor.

14. LIMITATION BY LAW. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

15. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 10 hereof, this Security Agreement shall terminate upon the Termination Date.

16. SUCCESSORS AND ASSIGNS. This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including any debtor-in-possession on behalf of Grantor) and shall, together with the rights and remedies of Agent, for the benefit of Agent and Lenders, hereunder, inure to the benefit of Agent and Lenders, all future holders of any instrument evidencing any of the Obligations and their respective successors and permitted assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Agent, for the benefit of Agent and Lenders, hereunder. Grantor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Security Agreement.

17. COUNTERPARTS. This Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Security Agreement may be authenticated by manual signature, facsimile or electronic means, all of which shall be equally valid.

18. GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA, EXCLUDING CONFLICTS OF LAWS RULES THEREOF. GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN FULTON COUNTY, STATE OF GEORGIA OR OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF GEORGIA AND IRREVOCABLY AGREE THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS; PROVIDED, THAT AGENT AND GRANTOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF FULTON COUNTY AND THE NORTHERN DISTRICT OF GEORGIA, AND, PROVIDED, FURTHER, NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF AGENT. GRANTOR EXPRESSLY SUBMITS AND CONSENT TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON GRANTOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO GRANTOR, IN THE MANNER SET FORTH IN SECTION 11 ABOVE AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

19. WAIVER OF JURY TRIAL. GRANTOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS. GRANTOR AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. GRANTOR AND AGENT WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

20. SECTION TITLES. The Section titles contained in this Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

21. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Security Agreement.

22. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Security Agreement and, specifically, the provisions of Section 18 and Section 19, with its counsel.

23. BENEFIT OF LENDERS. All Liens granted or contemplated hereby shall be for the benefit of Agent, individually, and Lenders, and all proceeds or payments realized from Collateral in accordance herewith shall be applied to the Obligations in accordance with the terms of the Credit Agreement.

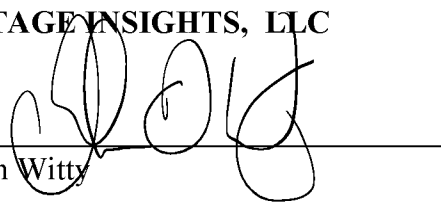
[Signature Pages Follow]

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

ADVANTAGE INSIGHTS, LLC

By: _____

Adam Witty
CEO

A handwritten signature in black ink, appearing to read 'AWitty', is written over a horizontal line. The signature is stylized and cursive.

CHATHAM CAPITAL MANAGEMENT IV, LLC,
as Agent

By: 
Brian G. Reynolds
Managing Partner

[SIGNATURE PAGE TO SECURITY AGREEMENT]

ANNEX A
to
SECURITY AGREEMENT

DEFINITIONS

Capitalized terms used in the Loan Documents shall have (unless otherwise provided elsewhere in the Loan Documents) the following respective meanings and all references to Sections, Exhibits, Schedules or Annexes in the following definitions shall refer to Sections, Exhibits, Schedules or Annexes of or to the Agreement:

“Account Debtor” means any Person who may become obligated to Grantor under, with respect to, or on account of, an Account, Chattel Paper or General Intangibles (including a payment intangible).

“Accounts” means all “accounts,” as such term is defined in the Code, now owned or hereafter acquired by Grantor, including (a) all accounts receivable, other receivables, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper or Instruments), (including any such obligations that may be characterized as an account or contract right under the Code), (b) all of Grantor’s rights in, to and under all purchase orders or receipts for goods or services, (c) all of Grantor’s rights to any goods represented by any of the foregoing (including unpaid sellers’ rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), (d) all rights to payment due to Grantor for property sold, leased, licensed, assigned or otherwise disposed of, for a policy of insurance issued or to be issued, for a secondary obligation incurred or to be incurred, for energy provided or to be provided, for the use or hire of a vessel under a charter or other contract, arising out of the use of a credit card or charge card, or for services rendered or to be rendered by Grantor or in connection with any other transaction (whether or not yet earned by performance on the part of Grantor), (e) all healthcare insurance receivables, and (f) all collateral security of any kind, now or hereafter in existence, given by any Account Debtor or other Person with respect to any of the foregoing.

“Affiliate” means, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially, or as a trustee, guardian or other fiduciary, 10% or more of the Stock having ordinary voting power in the election of directors of such Person, (b) each Person that controls, is controlled by or is under common control with such Person, (c) each of such Person’s officers, directors, joint venturers and partners and (d) in the case of Grantor, the immediate family members, spouses and lineal descendants of individuals who are Affiliates of Grantor. For the purposes of this definition, “control” of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise; provided, however, that the term “Affiliate” shall specifically exclude Agent and each Lender.

“Agent” means Chatham in its capacity as Agent for Lenders or its successor appointed pursuant to Section 8.2 of the Credit Agreement.

“Agreement” means this Security Agreement (including all schedules, subschedules, annexes and exhibits hereto), as the same may be amended, supplemented, restated or otherwise modified from time to time.

“Asset Disposition” means the disposition, whether by conveyance, sale, lease, sublease, assignment, transfer or other disposition (including by way of merger or consolidation and including any sale and leaseback transaction) of any of the following: (a) any of the Stock or other equity or ownership interest of any of Grantor’s Subsidiaries or (b) any or all of the assets of Grantor or any of its Subsidiaries other than sales of Inventory in the ordinary course of business.

“Bankruptcy Code” means the provisions of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. or other applicable bankruptcy, insolvency or similar laws.

“Business Day” means any day that is not a Saturday, a Sunday or a day on which banks are required or permitted to be closed in the State of Georgia.

“Capital Lease” means, with respect to any Person, any lease of any property (whether real, personal or mixed) by such Person as lessee that, in accordance with GAAP, would be required to be classified and accounted for as a capital lease on a balance sheet of such Person.

“Capital Lease Obligation” means, with respect to any Capital Lease of any Person, the amount of the obligation of the lessee thereunder that, in accordance with GAAP, would appear on a balance sheet of such lessee in respect of such Capital Lease.

“Cash Equivalents” means: (i) marketable securities (A) issued or directly and unconditionally guaranteed as to interest and principal by the United States government or (B) issued by any agency of the United States government the obligations of which are backed by the full faith and credit of the United States, in each case maturing within one (1) year after acquisition thereof; (ii) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof, in each case maturing within one year after acquisition thereof and having, at the time of acquisition, a rating of at least A-1 from S&P or at least P-1 from Moody’s; (iii) commercial paper maturing no more than one year from the date of acquisition and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody’s; (iv) amounts on deposit in a deposit account with or certificates of deposit or bankers’ acceptances issued or accepted by any Lender or by any commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia that is at least (A) “adequately capitalized” (as defined in the regulations of its primary Federal banking regulator) and (B) has Tier 1 capital (as defined in such regulations) of not less than \$250,000,000, in each case maturing within one year after issuance or acceptance thereof; and (v) shares of any money market mutual or similar funds that (A) has substantially all of its assets invested continuously in the types of investments referred to in clauses (i) through (iv) above, (B) has net assets of not less than \$500,000,000 and (C) has the highest rating obtainable from either S&P or Moody’s.

“Change of Control” means any event, transaction or occurrence as a result of which (a) Adam Witty ceases to, directly or indirectly, own and control all of the economic and voting rights associated with ownership of at least fifty-one percent (51%) of all classes of the outstanding voting Stock of Guarantor on a fully diluted basis, (b) Guarantor ceases to own and control all of the economic and voting rights associated with ownership of one hundred percent (100%) of all classes of the outstanding Stock of Grantor, on a fully diluted basis or (d) Grantor makes an Asset Disposition of all or substantially all of its assets.

“Charges” means all federal, state, county, city, municipal, local, foreign or other governmental premiums and other amounts (including premiums and other amounts owed to the PBGC at the time due and payable), levies, assessments, charges, liens, claims or encumbrances upon or relating to (a) the Collateral, (b) the Obligations, (c) the employees, payroll, income or gross receipts of Grantor, (d) Grantor’s ownership or use of any properties or other assets, or (e) any other aspect of Grantor’s business.

“Chatham” means Chatham Capital Management IV, LLC, a Delaware limited liability company.

“Chattel Paper” means any “chattel paper,” as such term is defined in the Code, including electronic chattel paper, now owned or hereafter acquired by Grantor, wherever located.

“Closing Date” means April 6, 2018.

“Code” means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of Georgia; provided, that to the extent that the Code is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Agent’s or any Lender’s Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of Georgia, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

“Collateral” has the meaning set forth in Section 2(a) hereof.

“Commercial Tort Claim” means all “commercial tort claims” as defined in the Code.

“Communication” means any notice or other communication required or permitted to be given or made under this Agreement.

“Contingent Obligation” means, as applied to any Person, any direct or indirect liability of that Person: (i) with respect to Guaranteed Indebtedness and with respect to any Indebtedness, lease, dividend or other obligation of another Person if the purpose or intent of the Person incurring such liability, or the effect thereof, is to provide assurance to the obligee of such

liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto; (ii) with respect to any letter of credit issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings; (iii) under any foreign exchange contract, currency swap agreement, interest rate swap agreement or other similar agreement or arrangement designed to alter the risks of that Person arising from fluctuations in currency values or interest rates; (iv) any agreement, contract or transaction involving commodity options or future contracts; (v) to make take-or-pay or similar payments if required regardless of nonperformance by any other party or parties to an agreement, or (vi) pursuant to any agreement to purchase, repurchase or otherwise acquire any obligation or any property constituting security therefor, to provide funds for the payment or discharge of such obligation or to maintain the solvency, financial condition or any balance sheet item or level of income of another. The amount of any Contingent Obligation shall be equal to the amount of the obligation so guaranteed or otherwise supported or, if not a fixed and determined amount, the maximum amount so guaranteed.

“Contractual Obligations” means, as applied to any Person, any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

“Copyright License” means any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

“Copyright Security Agreements” means any Copyright Security Agreement made in favor of Agent, on behalf of itself and Lenders, by Grantor, as the same may be amended, supplemented, restated or otherwise modified from time to time.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by Grantor: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; and (b) all reissues, extensions or renewals thereof.

“Credit Agreement” means that certain Credit Agreement dated as of May 15, 2014, as amended, among Glazer-Kennedy Insider’s Circle, LLC, a Delaware limited liability company, GKIC Intermediate Holdco, Inc., a Delaware corporation, the other persons listed on the signatures pages thereto a “Credit Parties”, the financial institutions party thereto as Lenders, and the Agent.

“Current Assets” means, with respect to any Person, all current assets of such Person as of any date of determination calculated in accordance with GAAP.

“Default” means any event that, with the lapse of any applicable grace period, or notice or both, would, unless cured or waived, become an Event of Default.

“Deposit Accounts” means all “deposit accounts” as such term is defined in the Code.

“Documents” means any “document,” as such term is defined in the Code, including electronic documents, now owned or hereafter acquired by Grantor, wherever located.

“Dollars” or “\$” means lawful currency of the United States of America.

“Environmental Laws” means all applicable federal, state, local and foreign laws, statutes, ordinances, codes, rules, standards and regulations, now or hereafter in effect, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative order, consent decree, order or judgment, imposing liability or standards of conduct for or relating to the regulation and protection of the environment and natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), and human health and public safety (as the relate to exposure to Hazardous Materials). Environmental Laws include the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.) (“CERCLA”); the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §§ 5101 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§ 136 et seq.); the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.); the Toxic Substance Control Act (15 U.S.C. §§ 2601 et seq.); the Clean Air Act (42 U.S.C. §§ 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.); the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.); and the Safe Drinking Water Act (42 U.S.C. §§ 300(f) et seq.), and any and all regulations promulgated thereunder, and all analogous state, local and foreign counterparts or equivalents and any transfer of ownership notification or approval statutes.

“Equipment” means all “equipment,” as such term is defined in the Code, now owned or hereafter acquired by Grantor, wherever located and, in any event, including all Grantor’s machinery and equipment, including processing equipment, conveyors, machine tools, data processing and computer equipment, including embedded software and peripheral equipment and all engineering, processing and manufacturing equipment, office machinery, furniture, materials handling equipment, tools, attachments, accessories, automotive equipment, trailers, trucks, forklifts, molds, dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures not forming a part of real property, together with all additions and accessions thereto, replacements therefor, all parts therefor, all substitutes for any of the foregoing, fuel therefor, and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof and condemnation awards and insurance proceeds with respect thereto.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any regulations promulgated thereunder.

“ERISA Affiliate” means, with respect to Grantor, any trade or business (whether or not incorporated) that, together with Grantor, are treated as a single employer within the meaning of Sections 414(b), (c), (m) or (o) of the IRC.

“ERISA Event” means, with respect to Grantor or any ERISA Affiliate, any of the following: (a) a reportable event described in Section 4043(b) of ERISA (unless the notice requirement has been duly waived) with respect to a Title IV Plan; (b) the withdrawal of Grantor or ERISA Affiliate from a Title IV Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA; (c) the complete or partial withdrawal of Grantor or ERISA Affiliate from any Multiemployer Plan; (d) with respect to any Multiemployer Plan, the filing of a notice of “critical” status under Section 432 of the Code or Section 305 of ERISA, or the filing of a notice of reorganization, insolvency or termination (or treatment of a plan amendment as termination) under Section 4041A of ERISA; (e) the filing of a notice of intent to terminate a Title IV Plan (or treatment of a plan amendment as termination) under Section 4041 of ERISA; (f) the institution of proceedings to terminate a Title IV Plan or Multiemployer Plan by the PBGC; (g) the failure to make any required contribution to any Title IV Plan or Multiemployer Plan when due; (h) the imposition of a Lien under Section 430(k) of the Code or Section 303(k) or 4068 of ERISA on any property (or rights to property, whether real or personal) of Grantor or ERISA Affiliate; (i) the failure of a Qualified Plan or any trust thereunder intended to qualify for tax exempt status under Section 401 or 501 of the Code or other Requirements of Law to qualify thereunder; and (j) any other event or condition that might reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Title IV Plan or Multiemployer Plan or for the imposition of any liability upon Grantor or ERISA Affiliate under Title IV of ERISA other than for PBGC premiums due but not delinquent.

“Event of Default” shall mean the occurrence or existence of any one or more of the following:

(a) Payment. Failure to pay (i) when due, any principal on the Note or any Royalty Payment payable pursuant to the Asset Purchase Agreement; or

(b) Default in Other Agreements. (1) Grantor or any of its Subsidiaries fails to pay when due or within any applicable grace period any principal or interest on any Indebtedness (other than the Obligations) or any Contingent Obligations or (2) any breach by or default of Grantor or any of its Subsidiaries, or the occurrence of any condition or event, with respect to any Indebtedness (other than the Obligations) or any Contingent Obligations, if the effect of such failure, breach, default or occurrence in the cases of (1) and (2) is to cause or to permit the holder or holders then to cause, Indebtedness and/or Contingent Obligations having an aggregate principal amount in excess of \$100,000 to become or be declared due prior to their stated maturity;

(c) Breach of Certain Provisions. Failure of Grantor to perform or comply with any term or condition contained in Sections 5(h), 5(i), 5(j), 5(k), 5(l) or 5(r); or

(d) Breach of Warranty. Any representation, warranty, certification or other statement made by Grantor or Guarantor in any Loan Document or in any statement or

certificate at any time given by such Person in writing pursuant to or in connection with any Loan Document is false in any material respect (without duplication of materiality qualifiers contained therein) on the date made; or

(e) Other Defaults Under Loan Documents. Grantor defaults in the performance of or compliance with any term contained in this Agreement or the other Loan Documents (other than occurrences described in other provisions of this definition for which a different grace or cure period is specified, or for which no cure period is specified and which constitute immediate Events of Default) and such default is not remedied or waived within thirty (30) days after the earlier of (1) receipt by Borrower of notice from Agent or Requisite Lenders of such default or (2) actual knowledge of any officer of a Borrower or Guarantor of such default; or

(f) Involuntary Bankruptcy; Appointment of Receiver, Etc. (1) A court enters a decree or order for relief with respect to Guarantor or Grantor in an involuntary case under the Bankruptcy Code, which decree or order is not stayed or other similar relief is not granted under any applicable federal or state law; or (2) the continuance of any of the following events for sixty (60) days unless dismissed, bonded or discharged: (a) an involuntary case is commenced against Guarantor or Grantor, under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or (b) a decree or order of a court for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Guarantor or Grantor, or over all or a substantial part of its property, is entered; or (c) a receiver, trustee or other custodian is appointed without the consent of Guarantor or Grantor, for all or a substantial part of the property of Guarantor or the Credit Party; or

(g) Voluntary Bankruptcy; Appointment of Receiver, Etc. (1) Guarantor or Grantor commences a voluntary case under the Bankruptcy Code, or consents to the entry of an order for relief in an involuntary case or to the conversion of an involuntary case to a voluntary case under any such law or consents to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or (2) Guarantor or Grantor makes any assignment for the benefit of creditors; or (3) the Board of Directors (or equivalent) of Guarantor or Grantor adopts any resolution or otherwise authorizes action to approve any of the actions referred to in this clause (g); or

(h) Judgment and Attachments. Any money judgment, writ or warrant of attachment, or similar process (other than those described elsewhere in this definition involving (1) an amount in any individual case in excess of \$100,000 or (2) an amount in the aggregate at any time in excess of \$250,000 (in either case to the extent not adequately covered by insurance in Agent's sole discretion as to which the insurance company has acknowledged coverage) is entered or filed against one or more of Guarantor or Grantor or any of their respective assets and remains undischarged, unvacated, unbonded or unstayed for a period of thirty (30) days or in any event later than five (5) Business Days prior to the date of any proposed sale thereunder; or

(i) Dissolution. Any order, judgment or decree is entered against Grantor or Guarantor decreeing the dissolution or split up of Grantor or Guarantor and such order remains undischarged or unstayed for a period in excess of ten (10) days; or

(j) Solvency. Guarantor or Borrower ceases to be Solvent, fails to pay its debts as they become due or admits in writing its present or prospective inability to pay its debts as they become due, or the Credit Parties, taken as a whole, cease to be Solvent, fail to pay their debts as they become due or admit in writing their present or prospective inability to pay their debts as they become due

(k) Invalidity of Loan Documents. Any of the Loan Documents for any reason, other than a partial or full release in accordance with the terms thereof, ceases to be in full force and effect or is declared to be null and void, or Grantor or Guarantor denies that it has any further liability under any Loan Documents to which it is party, or gives notice to such effect; or

(l) Damage; Casualty. Any event occurs, whether or not insured or insurable, as a result of which revenue producing activities cease or are substantially curtailed at any facility of Grantor generating more than 10% of the consolidated revenues of Borrower and its Subsidiaries for the Fiscal Year preceding such event and such cessation or curtailment continues for more than 30 days; or

(m) Change of Control. A Change of Control occurs; or

(n) Employee Benefits. The occurrence of an ERISA Event, which either individually or in the aggregated results in or liability or could result in the imposition of a Lien, or granting of a security interest and such Lien, security interest or liability for the ERISA Event either individually or in the aggregate has had, or could reasonably be expected to have a Material Adverse Effect.

“Fair Labor Standards Act” means the Fair Labor Standards Act, 29 U.S.C. §201 et seq.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System.

“Financial Statements” means the consolidated and, if available, consolidating income statements, statements of cash flows, statements of stockholders’ equity and balance sheets of Grantor and its Subsidiaries, as applicable, delivered in accordance with Section 5(a).

“Fiscal Year” means any of the annual accounting periods of the Grantor and its Subsidiaries ending on December 31 of each year.

“Fixtures” means all “fixtures” as such term is defined in the Code, now owned or hereafter acquired by Grantor, wherever located.

“Foreign Pension Plan” shall mean any retirement or other deferred compensation plan, fund (including, without limitation, any superannuation fund) or other similar program

established or maintained outside the United States by Grantor or any one or more of its Subsidiaries primarily for the benefit of employees of Grantor or such Subsidiaries residing outside the United States, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and which plan is not subject to ERISA or the IRC.

“GAAP” means generally accepted accounting principles in the United States of America, consistently applied.

“General Intangibles” means “general intangibles,” as such term is defined in the Code, now owned or hereafter acquired by Grantor, including all right, title and interest that Grantor may now or hereafter have in or under any Contractual Obligation, all payment intangibles, rights and interests in Intellectual Property, interests in partnerships, joint ventures and other business associations, licenses, permits, all rights and claims in or under insurance policies (including insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key man and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit, checking and other bank accounts, rights to receive tax refunds and other payments, rights to receive dividends, distributions, cash, Instruments and other property in respect of or in exchange for pledged Stock and Investment Property, rights of indemnification, all books and records, correspondence, credit files, invoices and other papers, including all tapes, cards, computer runs and other papers and documents in the possession or under the control of Grantor or any computer bureau or service company from time to time acting for Grantor.

“Goods” means any “goods,” as such term is defined in the Code, now owned or hereafter acquired by Grantor, wherever located, including embedded software to the extent included in “goods” as defined in the Code, manufactured homes, standing timber that is cut and removed for sale and unborn young of animals.

“Governing Documents” means, as to any Person, the certificate of formation, articles or certificate of incorporation, by-laws, articles or certificate of organization, partnership agreement, operating agreement, or other organizational or governing documents of such Person.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, and any agency, department or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Guaranteed Indebtedness” means, as to any Person, any obligation of such Person guaranteeing, providing comfort or otherwise supporting any Indebtedness, lease, dividend, or other obligation (“primary obligation”) of any other Person (the “primary obligor”) in any manner, including any obligation or arrangement of such Person to (a) purchase or repurchase any such primary obligation, (b) advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency or any balance sheet condition of the primary obligor, (c) purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, (d) protect the beneficiary of such

arrangement from loss (other than product warranties given in the ordinary course of business) or (e) indemnify the owner of such primary obligation against loss in respect thereof. The amount of any Guaranteed Indebtedness at any time shall be deemed to be an amount equal to the lesser at such time of (x) the stated or determinable amount of the primary obligation in respect of which such Guaranteed Indebtedness is incurred and (y) the maximum amount for which such Person may be liable pursuant to the terms of the instrument embodying such Guaranteed Indebtedness, or, if not stated or determinable, the maximum reasonably anticipated liability (assuming full performance) in respect thereof.

“Guaranty” means the Continuing Guaranty dated of even date herewith, executed by Guarantor in favor of Agent, for itself and the ratable benefit of Lenders.

“Guarantor” means Advantage Media Group, Inc., a South Carolina corporation.

“Indebtedness” means, with respect to any Person, without duplication (a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property payment for which is deferred six (6) months or more, but excluding obligations to trade creditors incurred in the ordinary course of business that are unsecured and not overdue by more than six (6) months unless being contested in good faith; (b) all reimbursement and other obligations with respect to letters of credit, bankers’ acceptances and surety bonds, whether or not matured; (c) all obligations evidenced by notes, bonds, debentures or similar instruments; (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (e) all Capital Lease Obligations and the present value of future rental payments under all synthetic leases; (f) all obligations of such Person under commodity purchase or option agreements or other commodity price hedging arrangements, in each case whether contingent or matured; (g) all net payment obligations of such Person under any foreign exchange contract, currency swap agreement, interest rate swap, cap or collar agreement or other similar agreement or arrangement designed to alter the risks of that Person arising from fluctuations in currency values or interest rates, in each case whether contingent or matured; (h) all Indebtedness referred to above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property or other assets (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness; (i) “earnouts” and similar payment obligations (excluding bonus, phantom stock or other similar compensation payments owed to employees, or officers and incurred in the ordinary course of business), including, without limitation, amounts payable in respect of any Investment which are payable after the date such Investment is consummated in the form of deferred or contingent payments, compensation and/or commission arrangements; and (j) the Obligations.

“Instruments” means all “instruments,” as such term is defined in the Code, now owned or hereafter acquired by Grantor, wherever located, and, in any event, including all certificated securities, all certificates of deposit, and all promissory notes and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, Chattel Paper.

“Intellectual Property” means any and all Licenses, Patents, Copyrights, Trademarks, and the goodwill associated with such Trademarks.

“Inventory” means any “inventory,” as such term is defined in the Code, now owned or hereafter acquired by Grantor, wherever located, including inventory, merchandise, goods and other personal property that are held by or on behalf of Grantor for sale or lease or are furnished or are to be furnished under a contract of service, or that constitute raw materials, work in process, finished goods, returned goods, supplies or materials of any kind, nature or description used or consumed or to be used or consumed in Grantor’s business or in the processing, production, packaging, promotion, delivery or shipping of the same, including all supplies and embedded software.

“Investment” means (i) any direct or indirect purchase or other acquisition by Grantor or any of its Subsidiaries of any Stock, or other ownership interest in, any other Person, or any other direct or indirect acquisition of assets of another Person not in the ordinary course of business and (ii) any direct or indirect loan, advance or capital contribution by Grantor or any of its Subsidiaries to any other Person, including all indebtedness and accounts receivable from that other Person that are not Current Assets or did not arise from sales to that other Person in the ordinary course of business.

“Investment Property” means all “investment property,” as such term is defined in the Code, now owned or hereafter acquired by Grantor, wherever located, including: (i) all securities, whether certificated or uncertificated, including stocks, bonds, interests in limited liability companies, partnership interests, treasuries, certificates of deposit, and mutual fund shares; (ii) all securities entitlements of Grantor, including the rights of Grantor to any securities account and the financial assets held by a securities intermediary in such securities account and any free credit balance or other money owing by any securities intermediary with respect to that account; (iii) all securities accounts of Grantor; (iv) all commodity contracts of Grantor; and (v) all commodity accounts held by Grantor.

“IRC” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

“IRS” means the Internal Revenue Service.

“Lenders” means the Lenders party to the Credit Agreement.

“License” means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by Grantor.

“Lien” means any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Code or comparable law of any jurisdiction).

“Loan Documents” means this Agreement, the Guaranty, the Note, any Trademark Security Agreement, any Copyright Security Agreement, any Patent Security Agreement, all similar agreements entered into guaranteeing payment of, or granting a Lien upon property of Grantor as security for payment of, the Obligations or any portion thereof, and all other agreements, instruments, documents and certificates executed pursuant to or in connection with the foregoing.

“Material Adverse Effect” means a material adverse effect on (a) the business, assets, operations, prospects or financial condition of Grantor, (b) Grantor’s ability to pay any of the Obligations in accordance with the terms of the Agreement, (c) the Collateral or Agent’s Liens, on behalf of itself and Lenders, on the Collateral or the priority of such Liens, or (d) Agent’s or any Lender’s rights and remedies under the Agreement and the other Loan Documents.

“Moody’s” means Moody’s Investor’s Services, Inc.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, and to which Grantor or ERISA Affiliate is making, is obligated to make or has made or been obligated to make, contributions on behalf of participants who are or were employed by any of them.

“Note” has the meaning given such term in the recitals to this Agreement.

“Obligations” means all loans, advances, debts, liabilities and obligations, for the performance of covenants, tasks or duties or for payment of monetary amounts (whether or not such performance is then required or contingent, or such amounts are liquidated or determinable), owing by Grantor to Agent or any Lender, including, but not limited to, the Note and the Royalty Payments, and all covenants and duties regarding such amounts, of any kind or nature, present or future, whether or not evidenced by any note, agreement or other instrument, in each case arising under the Agreement or any of the other Loan Documents. This term includes all principal, interest (including all interest that accrues after the commencement of any case or proceeding by or against Grantor in bankruptcy, whether or not allowed in such case or proceeding), fees, Charges, expenses, attorneys’ fees and any other sum chargeable to Grantor under the Agreement or any of the other Loan Documents.

“Patent License” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

“Patent Security Agreements” means any Patent Security Agreement made in favor of Agent, on behalf of itself and Lenders, by Grantor, as the same may be amended, supplemented, restated or otherwise modified from time to time.

“Patents” means all of the following in which Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States

Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

“PBGC” means the Pension Benefit Guaranty Corporation.

“Pension Plan” means a Plan described in Section 3(2) of ERISA.

“Permit” means any permit, approval, authorization, license, registration, certification, certificate of authority, variance, permission, franchise, qualification, order, filing or consent required from a Governmental Authority or other Person under an applicable Requirement of Law.

“Permitted Encumbrances” means the following encumbrances: (a) Liens for taxes, assessments or governmental charges or levies not yet due and payable or Liens for taxes, assessments or governmental charges or levies being contested in good faith and by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, excluding federal income tax Liens and Liens in favor of the PBGC under ERISA; (b) Liens in respect of property or assets of Grantor or any of its Subsidiaries imposed by law which were incurred in the ordinary course of business and which have not arisen to secure Indebtedness for borrowed money, such as carriers’, materialmen’s, warehousemen’s and mechanics’ Liens, statutory and common law landlord’s Liens, and other similar Liens arising in the ordinary course of business, and which either (1) do not in the aggregate materially detract from the value of such property or assets or materially impair the use thereof in the operation of the business of Grantor or any of its Subsidiaries or (2) are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the property or asset subject to such Lien; (c) Liens created by or pursuant to this Agreement or the Loan Documents; (d) Liens in existence on the Closing Date which are listed, and the property subject thereto described, on Schedule 3.2, without giving effect to any extensions or renewals thereof; (e) Liens arising from judgments, decrees, awards or attachments in circumstances not constituting an Event of Default, provided that the amount of cash and property (determined on a fair market value basis) deposited or delivered to secure the respective judgment or decree or subject to attachment shall not exceed \$100,000 for any one judgment or \$250,000 for all such judgments in the aggregate at any time; (f) Liens (other than any Lien imposed by ERISA) (1) incurred or deposits made in the ordinary course of business in connection with general insurance maintained by Grantor and its Subsidiaries, (2) incurred or deposits made in the ordinary course of business of Grantor and its Subsidiaries in connection with workers’ compensation, unemployment insurance and other types of social security, (3) to secure the performance by Grantor and its Subsidiaries of tenders, statutory obligations (other than excise taxes), surety, stay, customs and appeal bonds, statutory bonds, bids, leases, government contracts, trade contracts, performance and return of money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money) to the extent incurred in the ordinary course of business, and (4) to secure the performance by Grantor and its Subsidiaries of leases of real estate, to the extent incurred or made in the ordinary course of business consistent with past practices; (g) licenses, sublicenses, leases or subleases granted to third Persons in the ordinary course of business not interfering in any material respect with the business of Grantor or any of its Subsidiaries; (h) easements, rights-of-way, restrictions, minor defects or irregularities in title, encroachments and other similar charges or encumbrances, in each case not securing

Indebtedness and not interfering in any material respect with the ordinary conduct of the business of Grantor or any of its Subsidiaries; (i) Liens arising from precautionary UCC financing statements regarding operating leases; (j) Liens created pursuant to or in connection with leases or Capital Leases permitted pursuant to this Agreement, provided that (1) such Liens only serve to secure the payment of rent or Indebtedness arising under such leases or Capital Leases and (2) the Liens encumbering the assets leased or purported to be leased under such leases or Capital Leases do not encumber any other assets of Grantor or any of its Subsidiaries (other than letters of credit, payment undertaking agreements, guaranteed investment contracts, deposits of cash or Cash Equivalents and other credit support arrangements, in each case having an aggregate value not exceeding the fair market value of the assets leased or purported to be leased under such leases or Capital Leases (each of such values determined at the time when the lease agreement relating to the relevant lease or Capital Lease is signed and delivered), and the proceeds of or attributable to the assets so leased or purported to be leased); (k) (1) those liens, encumbrances, hypothecs and other matters affecting title to any real estate and found reasonably acceptable by Agent or insured against by title insurance, (2) as to any particular real estate at any time, such easements, encroachments, covenants, rights of way, minor defects, irregularities or encumbrances on title which could not reasonably be expected to materially impair such real estate for the purpose for which it is held by the mortgagor or grantor thereof, or the lien or hypothec held by Agent, (3) zoning and other municipal ordinances which are not violated in any material respect by the existing improvements and the present use made by the mortgagor or grantor thereof of the premises, (4) general real estate taxes and assessments not yet delinquent, (5) any Lien that would be disclosed on a true, correct and complete survey of the real estate that does not materially affect the use or enjoyment of the real estate as it is currently being used, and (6) such other similar items as Agent may consent to; (l) Liens in Equipment and Fixtures arising pursuant to purchase money security interests securing Indebtedness representing the purchase price of assets acquired after the Closing Date, provided that (1) any such Liens attach only to the assets so purchased, upgrades thereon and, if the asset so purchased is an upgrade, the original asset itself (and such other assets financed by the same financing source) and to the proceeds of or attributable to the assets so purchased, (2) the Indebtedness (other than Indebtedness incurred from the same financing source to purchase other assets and excluding Indebtedness representing obligations to pay installation and delivery charges for the property so purchased) secured by any such Lien does not exceed 100% of the lesser of the fair market value or the purchase price of the property being purchased at the time of the incurrence of such Indebtedness and (3) the Indebtedness secured thereby is permitted to be incurred pursuant to this Agreement; (m) Liens (including the right of set-off) existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts maintained by Grantor, in each case granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank with respect to cash management and operating account arrangements; (n) Liens securing a working capital line of credit provided to Grantor by a bank or other financial institution provided that the aggregate principal amount of such Indebtedness does not exceed the sum of (i) \$1,000,000, and (ii) the principal amount of Indebtedness incurred which is used to prepay the Note in full; and (o) Liens securing Indebtedness or leases that refinance, refund, extend, renew and/or replace Indebtedness or leases secured by Liens described in clauses (a) through (n) above.

“Person” means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company,

institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof).

“Plan” means, at any time, an “employee benefit plan,” as defined in Section 3(3) of ERISA, that Grantor or ERISA Affiliate maintains, contributes to or has an obligation to contribute to on behalf of participants who are or were employed by any of them.

“Proceeds” means all “proceeds” as such term is defined in the Code.

“Qualified Plan” means a Pension Plan that is intended to be tax-qualified under Section 401(a) of the IRC.

“Requirements of Law” means, as to any Person, the Governing Documents of such Person, and any law, ordinance, policy, manual provision, guidance, principle of common law, statute, rule or regulation, or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its assets or to which such Person or any of its assets is subject including, without limitation, the Securities Act, the Securities Exchange Act, Regulations T, U and X of the Federal Reserve Board, ERISA, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, Americans with Disabilities Act of 1990, the Social Security Act, any Environmental Law, and any certificate of occupancy, zoning ordinance, building, environmental or land use requirement or Permit or environmental, labor, employment, occupational safety or health law, rule or regulation (including, without limitation, those applicable to the disposal of medical waste).

“Restricted Payment” means, with respect to Grantor (a) the declaration or payment of any dividend or the incurrence of any liability to make any other payment or distribution of cash or other property or assets in respect of Stock; (b) any payment on account of the purchase, redemption, defeasance, sinking fund or other retirement of Grantor’s Stock or any other payment or distribution made in respect thereof, either directly or indirectly; (c) any payment or prepayment of principal of, premium, if any, or interest, fees or other charges on or with respect to, and any redemption, purchase, retirement, defeasance, sinking fund or similar payment and any claim for rescission with respect to, any Subordinated Debt; (d) any payment made to redeem, purchase, repurchase or retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire Stock of Grantor now or hereafter outstanding; (e) any payment of a claim for the rescission of the purchase or sale of, or for material damages arising from the purchase or sale of, any shares of Grantor’s Stock or of a claim for reimbursement, indemnification or contribution arising out of or related to any such claim for damages or rescission; (f) any payment, loan, contribution, or other transfer of funds or other property to any Stockholder of Grantor other than payment of compensation in the ordinary course of business to Stockholders who are employees of Grantor; and (g) any payment of management fees (or other fees of a similar nature) or out-of-pocket expenses in connection therewith by Grantor to any direct or indirect Stockholder of Grantor or its Affiliates.

“Retiree Welfare Plan” means, at any time, a Welfare Plan that provides for continuing coverage or benefits for any participant or any beneficiary of a participant after such participant’s termination of employment, other than continuation coverage provided pursuant to

Section 4980B of the IRC and at the sole expense of the participant or the beneficiary of the participant.

“Royalty Payments” has the meaning given such term in the recitals to this Agreement.

“S&P” means Standard & Poor’s Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc., and any successor thereto.

“Software” means all “software” as such term is defined in the Code, now owned or hereafter acquired by Grantor, other than software embedded in any category of Goods, including all computer programs and all supporting information provided in connection with a transaction related to any program.

“Solvent” means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including subordinated and contingent liabilities, of such Person; (b) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts and liabilities, including subordinated and contingent liabilities as they become absolute and matured; (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay as such debts and liabilities mature; and (d) such Person is not engaged in a business or transaction, and is not about to engage in a business or transaction, for which such Person’s property would constitute an unreasonably small capital. The amount of contingent liabilities (such as litigation, guaranties and pension plan liabilities) at any time shall be computed as the amount that, in light of all the facts and circumstances existing at the time, represents the amount that can be reasonably be expected to become an actual or matured liability.

“Stock” means all shares, options, warrants, general or limited partnership interests, membership interests or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity whether voting or nonvoting, including common stock, preferred stock or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934).

“Stockholder” means, with respect to any Person, each holder of Stock of such Person.

“Subsidiary” means, with respect to any Person, (a) any corporation of which an aggregate of more than 50% of the outstanding Stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, Stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned legally or beneficially by such Person or one or more Subsidiaries of such Person, or with respect to which any such Person has the right to vote or designate the vote of 50% or more of such Stock whether by proxy, agreement, operation of law or otherwise, and (b) any partnership or limited liability company in which such Person and/or one or more Subsidiaries of such Person shall have an

interest (whether in the form of voting or participation in profits or capital contribution) of more than 50% or of which any such Person is a general partner or may exercise the powers of a general partner.

“Tax” or “Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments or similar fees or Charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Termination Date” means the date on which (a) the Note has been repaid in full, (b) all other Obligations under the Agreement and the other Loan Documents have been completely discharged (other than contingent indemnification obligations to the extent no claim has been asserted), and (c) the period for which Royalty Payments may accrue has ended and all Royalty Payments have been paid in full.

“Title IV Plan” means a Pension Plan (other than a Multiemployer Plan), that is covered by Title IV of ERISA.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

“Trademark Security Agreement(s)” means any Trademark Security Agreement(s) made in favor of Agent, on behalf of itself and Lenders, by Grantor, as the same may be amended, supplemented, restated or otherwise modified from time to time.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered); (b) all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (c) all reissues, extensions or renewals thereof; (d) all goodwill associated with or symbolized by any of the foregoing; and (e) all rights in or to any of the foregoing.

“Uniform Commercial Code jurisdiction” means any jurisdiction that has adopted all or substantially all of Article 9 as contained in the 2004 Official Text of the Uniform Commercial Code, as recommended by the National Conference of Commissioners on Uniform State Laws and the American Law Institute, together with any subsequent amendments or modifications to the Official Text.

Rules of construction with respect to accounting terms used in the Agreement or the other Loan Documents shall be as set forth or referred to in this Annex A. All other undefined terms contained in any of the Loan Documents shall, unless the context indicates otherwise, have the meanings provided for by the Code to the extent the same are used or defined therein; in the event that any term is defined differently in different Articles or Divisions of the Code, the definition contained in Article or Division 9 shall control. Unless otherwise specified,

references in the Agreement or any of the Appendices to a section, subsection or clause refer to such section, subsection or clause as contained in the Agreement. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to the Agreement as a whole, including all Annexes, Exhibits and Schedules, as the same may from time to time be amended, restated, modified or supplemented, and not to any particular section, subsection or clause contained in the Agreement or any such Annex, Exhibit or Schedule.

Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter genders. The words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation”; the word “or” is not exclusive; references to Persons include their respective successors and assigns (to the extent and only to the extent permitted by the Loan Documents) or, in the case of governmental Persons, Persons succeeding to the relevant functions of such Persons; and all references to statutes and related regulations shall include any amendments of the same and any successor statutes and regulations. Whenever any provision in any Loan Document refers to the knowledge (or an analogous phrase) of Grantor, such words are intended to signify that Grantor has actual knowledge or awareness of a particular fact or circumstance or that Grantor, if it had exercised reasonable diligence, would have known or been aware of such fact or circumstance. Unless the context requires otherwise, any definition of or reference to any agreement, instrument or other document herein (including any organizational document) shall be construed as referring to such agreement, instrument or other document as it may from time to time be amended, supplemented or otherwise modified (to the extent such amendments, supplements or modifications are not prohibited by the terms of any Loan Document).

SCHEDULE I
to
SECURITY AGREEMENT

FILING JURISDICTIONS

Grantor's Name	Filing Jurisdiction
Advantage Insights, LLC	South Carolina

SCHEDULE II
to
SECURITY AGREEMENT

INSTRUMENTS
CHATTEL PAPER
AND
LETTER OF CREDIT RIGHTS

None

SCHEDULE III
to
SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING GRANTOR'S COLLATERAL

- I. Grantor's official name: Advantage Insights, LLC
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): limited liability company
- III. Organizational identification number issued by Grantor's state of incorporation or organization or a statement that no such number has been issued:
- IV. State or Incorporation or Organization: South Carolina
- V. Chief Executive Office and principal place of business: Adam Witty, South Carolina
- VI. Corporate Offices: South Carolina
- VII. Warehouses: N/A
- VIII. Other Premises at which Collateral is Stored or Located: N/A
- IX. Locations of Records Concerning Collateral: South Carolina

SCHEDULE IV
to
SECURITY AGREEMENT

PATENTS, TRADEMARKS AND COPYRIGHTS

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
WHAT YOU NEED TO KNOW 1 MIN BEFORE DAYLIGHT	87359575	03/06/2017	N/A	N/A	LIVE
MORNING REPORT	87354295	03/01/2017	N/A	N/A	LIVE

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 last affected by price	SR0000666394	October 19, 2009
No BS logo	VAu000697040	January 3, 2006

TITLE	Registration No.	Registered
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

SCHEDULE V
to
SECURITY AGREEMENT

COMMERCIAL TORT CLAIMS

None

EXHIBIT A

POWER OF ATTORNEY

This Power of Attorney is executed and delivered by _____, a _____ [corporation / limited liability company] (“Grantor”) to Chatham Capital Management IV, LLC (hereinafter referred to as “Attorney”), as Agent for the benefit of Agent and Lenders, under a Security Agreement, dated as of April 6, 2018, and other related documents (collectively, the “Loan Documents”). No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall be required to inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity which acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The power of attorney granted hereby is coupled with an interest, and may not be revoked or canceled by Grantor without Attorney’s written consent.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as Grantor’s true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Attorney’s discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Loan Documents and, without limiting the generality of the foregoing, Grantor hereby grants to Attorney the power and right, on behalf of Grantor, without notice to or assent by Grantor, and at any time, to do the following: (a) change the mailing address of Grantor, open a post office box on behalf of Grantor, open mail for Grantor, and ask, demand, collect, give acquittances and receipts for, take possession of, endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, and notices in connection with any property of Grantor; (b) effect any repairs to any asset of Grantor, or continue or obtain any insurance and pay all or any part of the premiums therefor and costs thereof, and make, settle and adjust all claims under such policies of insurance, and make all determinations and decisions with respect to such policies; (c) pay or discharge any taxes, liens, security interests, or other encumbrances levied or placed on or threatened against Grantor or its property; (d) defend any suit, action or proceeding brought against Grantor if Grantor does not defend such suit, action or proceeding or if Attorney believes that Grantor is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action, or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate; (e) file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to Grantor whenever payable and to enforce any other right in respect of Grantor’s property; (f) cause the certified public accountants then engaged by Grantor to

prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, the following reports: (1) a reconciliation of all accounts, (2) an aging of all accounts, (3) trial balances, (4) test verifications of such accounts as Attorney may request, and (5) the results of each physical verification of inventory; (g) communicate in its own name with any party to any contract with regard to the assignment of the right, title and interest of Grantor in and under the contracts and other matters relating thereto; (h) to file such financing statements with respect to the Security Agreement, with or without Grantor's signature, or to file a photocopy of the Security Agreement in substitution for a financing statement, as the Agent may deem appropriate and to execute in Grantor's name such financing statements and amendments thereto and continuation statements which may require the Grantor's signature; and (i) execute, in connection with any sale provided for in any Loan Document, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral and to otherwise direct such sale or resale, all as though Attorney were the absolute owner of the property of Grantor for all purposes, and to do, at Attorney's option and Grantor's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon Grantor's property or assets and Attorney's Liens thereon, all as fully and effectively as Grantor might do. Grantor hereby ratifies, to the extent permitted by law, all that said Attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor, and Grantor has caused its seal to be affixed pursuant to the authority of its board of directors or similar governing authority this _____ day of _____.

[_____ GRANTOR _____]

By: _____
Name: _____
Title: _____

NOTARY PUBLIC CERTIFICATE

On this _____ day of _____, 2018, [officer's name] who is personally known to me appeared before me in his/her capacity as the [title] of [Grantor] ("Grantor") and executed on behalf of Grantor the Power of Attorney in favor of Chatham Capital Management IV, LLC to which this Certificate is attached.

Notary Public

EXHIBIT E

Form of Copyright Security Agreement

COPYRIGHT SECURITY AGREEMENT

THIS COPYRIGHT SECURITY AGREEMENT (the “Agreement”) dated as of April 6, 2018, is made by and between ADVANTAGE INSIGHTS, LLC, a South Carolina limited liability company (“Grantor”) having a business location at the address set forth below next to its signature, and CHATHAM CAPITAL MANAGEMENT IV, LLC, in its capacity as agent under the Credit Agreement (in such capacity the “Agent”), having a business location at the address set forth below next to its signature.

Recitals

A. Grantor is the owner of all of the copyrighted works, registrations, and applications for registration described in **Schedule A** hereto.

B. Grantor and Agent are party to that certain Asset Purchase Agreement, dated of even date herewith (the “Asset Purchase Agreement”), pursuant to which Agent has sold to Grantor certain assets of Glazer-Kennedy Insider’s Circle, LLC, a Delaware limited liability company (“GKIC”) in a private sale under §9-610 of the Uniform Commercial Code in consideration of which Grantor has issued to Agent, for the benefit of the Lenders under the Credit Agreement, a promissory note in the principal amount of \$1,642,043.9 (the “Note”) and agreed to make certain royalty payments as more specifically set forth in the Asset Purchase Agreement (the “Royalty Payments”).

C. To secure its obligations under the Note and in respect of the Royalty Payments, Grantor has executed that certain Security Agreement dated of even date herewith in favor of Agent (as amended, modified, supplemented or restated from time to time, the “Security Agreement”).

D. It is a condition precedent to the obligations of the Agent to close under the Asset Purchase Agreement that that Grantor execute this Agreement to evidence the security interest granted to Agent (for itself as Agent and each Lender) in any copyrights or copyright applications held by Grantor, as security for its obligations under the Note and in respect of the Royalty Payments.

ACCORDINGLY, in consideration of the agreements of Agent set forth in the Asset Purchase Agreement, Grantor hereby agrees as follows:

1. Definitions. Terms defined in the Security Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of Grantor’s right, title and interest in and to all copyrightable works and all copyrights of Grantor and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on **Schedule A**.

“Credit Agreement” means that certain Credit Agreement dated as of May 15, 2014, as amended, among Glazer-Kennedy Insider’s Circle, LLC, a Delaware limited liability company, GKIC Intermediate Holdco, Inc., a Delaware corporation, the other persons listed on the signatures pages thereto a “Credit Parties”, the financial institutions party thereto as Lenders, and the Agent.

“Event of Default” means an Event of Default, as defined in the Security Agreement.

2. Security Interest. In order to secure the Obligations, Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby grant and create) a security interest, with power of sale to the extent permitted by law, in the Copyrights. This security interest is in any and all rights of Grantor that may exist or hereafter arise under any copyright law now or hereinafter in effect in the United States of America or in any other country.

3. Representations and Warranties. Grantor represents and warrants that (a) Grantor owns each of the works and rights listed in Schedule A, free and clear of any Lien other than Permitted Encumbrances, and (b) the Copyrights listed in Schedule A include all copyrightable works owned by Grantor as of the date hereof which are registered with the United States Copyright Office, excluding immaterial copyrights.

4. Satisfaction. Upon full payment or satisfaction of the Obligations, this Agreement, and the rights granted hereunder to Agent, shall be terminated upon demand by a written termination statement to the effect that Agent no longer claims a security interest under this Agreement.

5. Remedies. Upon the occurrence of an Event of Default, Agent may, at its option, exercise all rights and remedies with respect to the Copyrights available under the Security Agreement, the UCC, or under any applicable law.

6. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of Grantor and Agent with respect to the Copyrights shall in all respects be governed by the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

7. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES WHICH WOULD CAUSE A CONTRARY RESULT.

8. Counterparts; Effectiveness. This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument. Signature pages to this Agreement may be detached from multiple separate

counterparts and attached to the same document and a telecopy or other electronic transmission (including by .PDF) of any such executed signature page shall be valid as an original. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Copyright Security Agreement as of the date written above.

GRANTOR:

Address:

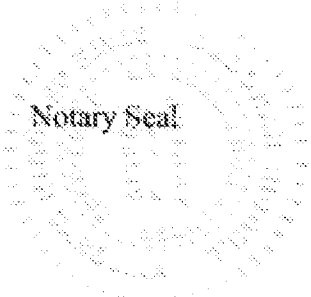
ADVANTAGE INSIGHTS, LLC

65 Gadsen St.
Charleston, SC 29401
Attn: Adam Witty, CEO

By: [Signature]
Adam Witty
Chief Executive Officer

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 31st day of April, 2018, by Adam Witty, the Chief Executive Officer of ADVANTAGE INSIGHTS, LLC, a South Carolina limited liability company, on behalf of the limited liability company.



[Signature], Notary Public

Deborah Rogien

(Printed Name of Notary)

My Commission expires: 08 08 2022
Registration Number: _____

LENDER:

Address:

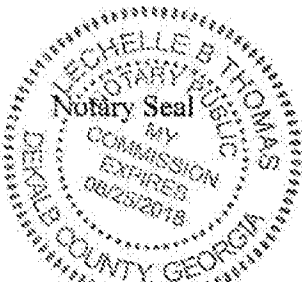
CHATHAM CAPITAL MANAGEMENT IV, LLC

1230 Peachtree St., N.W.
Promenade II, Suite 1750
Atlanta, GA 30309
Attn: Kendal Strickland

By: *Brian Reynolds*
Brian G. Reynolds
Managing Partner

STATE/ OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 6th day of April, 2018, by Brian G. Reynolds, an Authorized Signatory of CHATHAM CAPITAL MANAGEMENT IV, LLC, on behalf of the limited liability company.



Michelle B. Thomas, Notary Public

Michelle B. Thomas
(Printed Name of Notary)

My Commission expires: 8/25/18
Registration Number: W-00225286

[SIGNATURE PAGE TO COPYRIGHT SECURITY AGREEMENT]

Schedule A

Registrations

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

TITLE	Registration No.	Registered
Making Them Believe	TX0007367352	April 15, 2011
Marketing to the Affluent : Finding and Selling to those who are the least and last affected by price	SR0000666394	October 19, 2009
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

EXHIBIT F

Form of Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”), dated as of April 6, 2018, is made by and between ADVANTAGE INSIGHTS, LLC, a South Carolina limited liability company (“Grantor”) having a business location at the address set forth below next to its signature, and CHATHAM CAPITAL MANAGEMENT IV, LLC, in its capacity as agent under the Credit Agreement (in such capacity the “Agent”), having a business location at the address set forth below next to its signature.

Recitals

A. Grantor is the owner of all of the Trademarks (as such term is hereinafter defined) described in **Schedule A** hereto.

B. Grantor and Agent are party to that certain Asset Purchase Agreement, dated of even date herewith (the “Asset Purchase Agreement”), pursuant to which Agent has sold to Grantor certain assets of Glazer-Kennedy Insider’s Circle, LLC, a Delaware limited liability company (“GKIC”) in a private sale under §9-610 of the Uniform Commercial Code in consideration of which Grantor has issued to Agent, for the benefit of the Lenders under the Credit Agreement, a promissory note in the principal amount of \$1,642,043.90 (the “Note”) and agreed to make certain royalty payments as more specifically set forth in the Asset Purchase Agreement (the “Royalty Payments”).

C. To secure its obligations under the Note and in respect of the Royalty Payments, Grantor has executed that certain Security Agreement dated of even date herewith in favor of Agent (as amended, modified, supplemented or restated from time to time, the “Security Agreement”).

D. It is a condition precedent to the obligations of the Agent to close under the Asset Purchase Agreement that that Grantor execute this Agreement to evidence the security interest granted to Agent (for itself as Agent and each Lender) in any trademarks or trademark applications held by Grantor, as security for its obligations under the Note and in respect of the Royalty Payments, as security for its obligations under the Note and in respect of the Royalty Payments.

ACCORDINGLY, in consideration of the mutual covenants contained in the Asset Purchase Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Security Agreement that are not otherwise defined herein shall have the meanings ascribed to such terms in in the Security Agreement. In addition, the following terms have the meanings set forth below:

“Credit Agreement” means that certain Credit Agreement dated as of May 15, 2014, as amended, among Glazer-Kennedy Insider’s Circle, LLC, a Delaware limited liability company, GKIC Intermediate Holdco, Inc., a Delaware corporation, the other

persons listed on the signatures pages thereto a “Credit Parties”, the financial institutions party thereto as Lenders, and the Agent.

“Trademarks” means all of Grantor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, but excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “amendment to Allege Use” with respect thereto, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Schedule A**.

“Event of Default” means an Event of Default, as defined in the Security Agreement.

2. Security Interest. In order to secure the Obligations, Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby grant and create) a security interest, with power of sale to the extent permitted by law, in the Trademarks. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Grantor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application.

3. Representations, Warranties and Agreements. Grantor represents and warrants that (a) Grantor owns each of the Trademarks listed in **Schedule A**, free and clear of any Lien other than Permitted Encumbrances, and (b) the Trademarks listed in **Schedule A** include all Trademarks owned by Grantor as of the effective date hereof which are registered with the United States Patent and Trademark Office.

4. Satisfaction. Upon full payment or satisfaction of the Obligations, this Agreement, and the rights granted hereunder to Agent, shall be terminated upon demand by a written termination statement to the effect that Agent no longer claims a security interest under this Agreement.

5. Remedies. Upon the occurrence of an Event of Default, Agent may, at its option, exercise all rights and remedies with respect to the Trademarks available under the Security Agreement, the UCC, or under any applicable law.

6. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of Grantor and Agent with respect to the Trademarks shall in all respects be governed by the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

7. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES WHICH WOULD CAUSE A CONTRARY RESULT.

8. Counterparts; Effectiveness. This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument. Signature pages to this Agreement may be detached from multiple separate counterparts and attached to the same document and a telecopy or other electronic transmission (including by .PDF) of any such executed signature page shall be valid as an original. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Address:

65 Gadsen St.
Charleston, SC 29401
Attn: Adam Witty, CEO

GRANTOR:

ADVANTAGE INSIGHTS, LLC

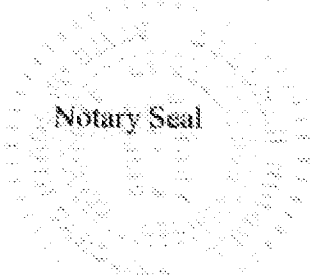
By: [Signature]
Adam Witty
Chief Executive Officer

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 7th day of April, 2018, by Adam Witty, the Chief Executive Officer of ADVANTAGE INSIGHTS, LLC, a South Carolina limited liability company, on behalf of the limited liability company.

[Signature], Notary Public

Deborah R. Rogell
(Printed Name of Notary)



My Commission expires: 03.08.2022
Registration Number: _____

LENDER:

Address:

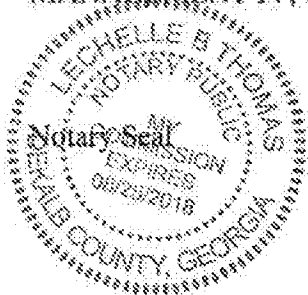
1230 Peachtree St., N.W.
Promenade II, Suite 1750
Atlanta, GA 30309
Attn: Kendal Strickland

CHATHAM CAPITAL MANAGEMENT IV, LLC

By: *Brian Reynolds*
Brian G. Reynolds
Managing Partner

STATE/ OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 14th day of April, 2018, by Brian G. Reynolds, an Authorized Signatory of CHATHAM CAPITAL MANAGEMENT IV, LLC, on behalf of the limited liability company.



Lechelle B. Thomas, Notary Public

Lechelle B. Thomas
(Printed Name of Notary)

My Commission expires: 8/25/18
Registration Number: W-00220 286

[SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

UNITED STATES ISSUED TRADEMARKS

GKIC REGISTRATIONS & APPLICATIONS

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

OXFORD APPLICATIONS

WHAT YOU NEED TO KNOW 1 MIN BEFORE DAYLIGHT	87359575	03/06/2017	N/A	N/A	LIVE
MORNING REPORT	87354295	03/01/2017	N/A	N/A	LIVE

EXHIBIT G

Form of Continuing Guaranty

CONTINUING GUARANTY

THIS CONTINUING GUARANTY (this "Guaranty") is entered into as of April 6, 2018, by ADVANTAGE MEDIA GROUP, INC., a South Carolina corporation, with a mailing address at 65 Gadsden St., Charleston, SC 29401 ("Guarantor"), in favor of CHATHAM CAPITAL MANAGEMENT IV, LLC, with a mailing address at 1230 Peachtree Street N.E., Promenade II, Suite 1750, Atlanta, GA 30309, in its capacity as agent (in such capacity, together with its successors and assigns, the "Agent") under that certain Credit Agreement dated as of May 15, 2014, as amended, among Glazer-Kennedy Insider's Circle, LLC, a Delaware limited liability company ("GKIC"), GKIC Intermediate Holdco, Inc., a Delaware corporation, the other persons listed on the signature pages thereto as "Credit Parties," the financial institutions party thereto as Lenders, and the Agent.

RECITALS

A. Advantage Insights, LLC, a South Carolina limited liability company ("Buyer") and subsidiary of Guarantor, and Agent are party to that certain Asset Purchase Agreement, dated of even date herewith (the "Asset Purchase Agreement"), pursuant to which Agent has sold to Buyer certain assets of GKIC in a private sale under §9-610 of the Uniform Commercial Code in consideration of which Buyer has issued to Agent, for the benefit of the Lenders under the Credit Agreement, a promissory note in the principal amount of \$1,642,043.90 (the "Note") and agreed to make certain royalty payments as more specifically set forth in the Asset Purchase Agreement (the "Royalty Payments").

B. To secure the obligations under the Note and in respect of the Royalty Payments, Buyer has executed that certain Security Agreement dated as of even date herewith in favor of Agent (as amended, modified, supplemented or restated from time to time, the "Security Agreement").

C. It is a condition precedent to the obligations of the Agent to close under the Asset Purchase Agreement that the Guarantor execute and deliver this Guaranty to Agent (for itself as Agent and each Lender). Guarantor is willing to execute this Guaranty to induce the Agent to enter into the Asset Purchase Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, Guarantor hereby agrees as follows:

1. Definitions; Rules of Construction. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed to them in the Security Agreement. As used herein, the words "herein," "hereof," "hereunder," and "hereon" shall have reference to this Guaranty taken as a whole and not to any particular provision hereof; and the word "including" shall mean "including, without limitation."

2. Guaranty.

2.1 Guarantor hereby unconditionally and absolutely guarantees to Agent, in its capacity as agent for the Lenders, the due and punctual payment, performance and discharge (whether upon stated maturity, demand, acceleration or otherwise) of (i) all of the Obligations, (ii) all agreements at any time made by Buyer to Agent, including those set forth in the Loan Documents, and (iii) all other debts, obligations and liabilities of Buyer to Agent, whether direct or indirect, absolute or contingent, secured or unsecured, due or to become due, joint or several, primary or secondary, liquidated or unliquidated, now existing or hereafter incurred, created or arising, howsoever evidenced, whether created directly to or acquired by assignment or

otherwise by Agent, and, in each case, regardless of whether any of such debts, obligations or liabilities are or become barred from recovery by any statute of limitations or repose, are void or voidable under any law relating to fraudulent obligations or otherwise or are or become invalid or unenforceable for any other reason (the Obligations and all such other debts, liabilities and obligations described in clauses (ii) and (iii) being jointly referred to as the "Guaranteed Obligations"). Without limiting the generality of the foregoing, the term "Guaranteed Obligations" shall include all debts, liabilities and obligations incurred by Buyer to Agent in any Insolvency Proceeding of Buyer and any interest, fees or other charges accrued in any such Insolvency Proceeding, whether or not any such interest, fees or other charges are recoverable from Buyer or its estate under 11 U.S.C. § 506.

2.2 Agent shall be under no obligation to marshal any assets in favor of Guarantor or in payment of any of the Guaranteed Obligations. If and to the extent Agent receives any payment on account of any of the Guaranteed Obligations (whether from Buyer, Guarantor or any other Person or from the disposition or collection of any Collateral) and such payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other Person in any Insolvency Proceeding or otherwise, then the part of the Guaranteed Obligations intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made. The foregoing provisions of this section shall survive the termination of this Guaranty.

2.3 Agent shall have the right to seek recourse against Guarantor to the full extent provided for herein and against Buyer to the full extent provided for in any of the Loan Documents. No election to proceed in one form of action or proceeding, or against any Person, or on any obligation, shall constitute a waiver of Agent's right to proceed in any other form of action or proceeding or against any other Person unless Agent has expressly waived such right in writing. Without limiting the generality of the foregoing, no action or proceeding by Agent against Buyer shall serve to diminish Guarantor's liability hereunder.

3. Nature of Guaranty.

This Guaranty is a primary, immediate and original obligation of Guarantor; is an absolute, unconditional, continuing and irrevocable guaranty of payment of the Guaranteed Obligations and not of collectability only; is not contingent upon the exercise or enforcement by Agent of whatever rights or remedies Agent may have against Buyer or others, or the enforcement of any Lien or realization upon any Collateral or other security that Agent may at any time possess; and shall remain in full force and effect without regard to future changes in conditions, including change of law or any invalidity or unenforceability of any of the Guaranteed Obligations or agreements evidencing same. This Guaranty shall be in addition to any other present or future guaranty or other security for any of the Guaranteed Obligations, shall not be prejudiced or rendered unenforceable by the invalidity of any such other guaranty or security, and is not conditioned upon or subject to the execution by any other Person of this Guaranty or any other guaranty or suretyship agreement.

4. Payment of Guaranteed Obligations.

4.1 If Guarantor should dissolve or become insolvent (within the meaning of the UCC), or if an Insolvency Proceeding is filed by or against Guarantor, or if an Event of Default shall occur and be continuing, then, in any such event and whether or not any of the Guaranteed Obligations are then due and payable or the maturity thereof has been accelerated or demand for payment thereof has been made, Agent may, without notice to Guarantor, make the Guaranteed Obligations immediately due and payable hereunder as to Guarantor (whether or not the same are due and payable from Buyer) and Agent shall be entitled to enforce the obligations of Guarantor hereunder as if the Guaranteed Obligations were then due and payable

in full. If any of the Guaranteed Obligations are collected by or through an attorney at law, Guarantor agrees to pay to Agent reasonable attorneys' fees and court costs.

4.2 Guarantor's payment of the Guaranteed Obligations shall be without setoff or other deductions, irrespective of any counterclaim, defense or other claim that Guarantor may have or assert at any time against Buyer, Agent or any other Person. If for any reason Buyer has no legal existence or is under no legal obligation to discharge any of the Guaranteed Obligations, or if any of the Guaranteed Obligations become unrecoverable from Buyer by reason of an Insolvency Proceeding or by other operation of law or for any other reason, this Guaranty shall nevertheless be binding on Guarantor to the same extent as if Guarantor had at all times been the principal obligor on all such Guaranteed Obligations. If demand or acceleration of the time for payment of any Guaranteed Obligations is stayed upon the commencement of an Insolvency Proceeding or for any other reason, all amounts otherwise subject to demand or acceleration under the terms of any Loan Document shall be immediately due and payable by Guarantor.

4.3 Agent's books and records showing the status of the account between Agent and Buyer shall be admissible in evidence in any action or proceeding against or involving Guarantor as *prima facie* proof of the items therein set forth, and the monthly statements of Agent rendered to Buyer, to the extent no written objection thereto is made within thirty (30) days after the date of sending thereof to Buyer, shall be deemed conclusively correct and shall constitute an account stated between Agent and Buyer and shall be binding on Guarantor.

5. **Specific Waivers of Guarantor.** To the fullest extent permitted by applicable law, Guarantor waives notice of Agent's and the Lenders' acceptance hereof and reliance hereon; notice of the extension of credit from time to time by Agent or the Lenders to Buyer and the creation, existence or acquisition of any Guaranteed Obligations; notice of the amount of Guaranteed Obligations from time to time (subject, however, to Guarantor's right to make inquiry of Agent to ascertain the amount of Guaranteed Obligations at reasonable times); notice of any adverse change in Buyer's financial condition or of any other fact that might increase Guarantor's risk; notice of presentment for payment, demand, protest and notice thereof as to any instrument; notice of default or acceleration; all other notices and demands to which Guarantor might otherwise be entitled; any right Guarantor may have, by statute (including Section 10-7-24 of the Official Code of Georgia Annotated) or otherwise, to require Agent to institute suit against Buyer after notice or demand from Guarantor or to seek recourse first against Buyer, or to realize upon any Collateral or other security for the Guaranteed Obligations, as a condition to Agent's enforcing Guarantor's liability and obligations hereunder; any defense that Buyer may at any time have based upon the statute of limitations, the statute of frauds, failure of consideration, fraud, bankruptcy, lack of legal capacity, usury, or accord and satisfaction; any defense that other indemnity, guaranty, or security was to be obtained for any of the Guaranteed Obligations; any defense or claim that any Person purporting to bind Buyer to the payment of any of the Guaranteed Obligations did not have actual or apparent authority to do so; any defense or claim that any other act or omission by Agent had the effect of increasing Guarantor's risk of payment; and any other legal or equitable defense to payment hereunder. Guarantor also waives any right that Guarantor may have to claim or recover, in any litigation arising out of this Guaranty or any of the other Loan Documents, any special, exemplary, punitive or consequential damages or any other damages that are not actual damages.

6. **Guarantor's Consents and Acknowledgments.**

6.1 Guarantor consents and agrees that, without notice to or by Guarantor and without reducing, releasing, diminishing, impairing or otherwise affecting the liability or obligations of Guarantor hereunder, Agent may (with or without consideration) compromise or settle any of the Guaranteed Obligations; accelerate the time for payment of any of the Guaranteed Obligations; extend the period of duration or the time for the payment, discharge or performance of any of the Guaranteed Obligations;

increase the amount of the Guaranteed Obligations; refuse to enforce, or release all or any Persons liable for the payment of, any of the Guaranteed Obligations; increase, decrease or otherwise alter the rate of interest payable with respect to any of the Guaranteed Obligations or grant other indulgences to Buyer in respect thereof; amend, modify, terminate, release, or waive any Loan Documents (other than this Guaranty); release, surrender, exchange, modify or impair, or consent to the sale, transfer or other disposition of, any Collateral or other property at any time securing (directly or indirectly) any of the Guaranteed Obligations; fail or refuse to perfect (or to continue the perfection of) any Lien granted or conveyed to Agent with respect to any Collateral, or to preserve rights to any Collateral, or to exercise care with respect to any Collateral (whether or not in Agent's possession); extend the time of payment of any Collateral consisting of accounts, instruments, payment intangibles, chattel paper or other rights to the payment of money; refuse to enforce or forbear from enforcing its rights or remedies with respect to any Collateral or any Person liable for any of the Guaranteed Obligations or make any compromise or settlement or agreement therefor in respect of any Collateral or with any party to the Guaranteed Obligations; or release or substitute any one or more of the endorsers or guarantors of the Guaranteed Obligations, whether parties to this Guaranty or not.

6.2 Guarantor is fully aware of the financial condition of Buyer and delivers this Guaranty based solely upon Guarantor's own independent investigation and in no part upon any representation or statement of Agent with respect thereto. Guarantor is in a position to and hereby assumes full responsibility for obtaining any additional information concerning Buyer's financial condition as Guarantor may deem material to Guarantor's obligations hereunder and Guarantor is not relying upon, nor expecting Agent to furnish Guarantor any information at any time in Agent's possession concerning, Buyer's financial condition. If Agent, in its sole discretion, undertakes at any time or from time to time to provide any information to Guarantor regarding Buyer, any of the Collateral or any transaction or occurrence in respect of any of the Loan Documents, Agent shall have no obligation to update any such information or to provide any such information to Guarantor on any subsequent occasion. Guarantor hereby knowingly accepts the full range of risks encompassed within a contract of "Guaranty," which risks include, without limitation, the possibility that Buyer will contract additional Guaranteed Obligations for which Guarantor may be liable hereunder after Buyer's financial condition or ability to pay its lawful debts when they fall due has deteriorated.

7. Continuing Nature of Guaranty.

7.1 This Guaranty shall continue in full force and effect until full payment of the Guaranteed Obligations. Guarantor acknowledges that there may be future advances by Agent to Buyer (although Agent may be under no obligation to make such advances) and that the types and amount of the Guaranteed Obligations are unlimited and may fluctuate from time to time hereafter, and this Guaranty shall remain in force at all times until terminated in accordance with its terms, whether or not there are any Guaranteed Obligations outstanding.

7.2 To the fullest extent permitted by applicable law, Guarantor waives any right that Guarantor may have to terminate or revoke this Guaranty. If, notwithstanding the foregoing waiver, Guarantor shall nevertheless have any right under applicable law to terminate or revoke this Guaranty (which right cannot be waived by Guarantor), such termination or revocation shall not be effective until a written notice of such termination or revocation, specifically referring to this Guaranty and signed by Guarantor, is sent by Guarantor in conformity with Section 14 hereof and actually received by Agent; but any such termination or revocation shall not affect the obligation of Guarantor with respect to any of the Guaranteed Obligations owing to Agent and existing at the time of the receipt by Agent of such revocation or to arise out of or in connection with any transactions theretofore entered into by Agent with or for the account of Buyer. If Agent grants loans or other extensions of credit to or for the benefit of Buyer or takes other action prior to Agent's receipt of such written notice of termination or revocation, then the rights of Agent hereunder with respect thereto shall be the same as if such termination or revocation had not occurred.

8. Agent's Liens and Offset Rights. In addition to all other Liens upon and rights of setoff that Agent may have against any property of Guarantor under any agreement or applicable law, Agent shall have (and is hereby granted), as security for Guarantor's obligations hereunder and to the fullest extent permitted by law, a security interest in and right of setoff against all of Guarantor's deposits, monies, securities and other property now or hereafter in the possession of or on deposit with Agent or any direct or indirect subsidiary or affiliate of Agent, whether held in a general or special account or deposit, held jointly with another Person, or held for safekeeping or otherwise (excluding, however, any trust accounts).

9. Subordination; Waiver of Subrogation Rights.

9.1 The payment and performance of all present and future debts and other obligations of Buyer to Guarantor are hereby postponed and subordinated to the full payment of the Guaranteed Obligations. If any payment not permitted by the Loan Documents shall be made to Guarantor on account of any debts or other obligations owing by Buyer to Guarantor during any time that any Guaranteed Obligations are outstanding, Guarantor shall hold such payment in trust for the benefit of Agent and shall make such payment to Agent to be credited and applied against the Guaranteed Obligations, whether matured or unmatured, in accordance with the discretion of Agent. The provisions of this Guaranty shall be supplemental to and not in derogation of any rights and remedies of Agent or any affiliate of Agent under any separate subordination agreement that Agent or such affiliate may at any time enter into with Guarantor.

9.2 Guarantor shall have no claim, right or remedy (whether or not arising by contract, equity or applicable law) against Buyer or any other Person by reason of Guarantor's payment or other performance hereunder. Without limiting the generality of the foregoing, Guarantor hereby waives all legal and equitable rights or claims that Guarantor may have against Buyer or any other Person to reimbursement, subrogation, indemnity, contribution and exoneration resulting from Guarantor's payment or other performance hereunder and agrees that Guarantor shall have no recourse to any property of Buyer (including any Collateral) and no right of recourse against or contribution from any other Person in any way directly or contingently liable for any of the Guaranteed Obligations, whether any of such rights arise by contract, equity or applicable law.

10. Covenants. Until the termination Date, Guarantor agree with Agent as follows:

10.2 Guarantor shall deliver to Agent the financial statements relating to Guarantor under Section 5(a) of the Security Agreement as required thereby;

10.2 Guarantor shall not, and shall not permit any of its Subsidiaries other than Buyer to, accrue, receive or otherwise generate any revenue derived from the business, operations, copyrights, trademarks or other intellectual property or good will of GKIC, its subsidiaries or any business acquired by Guarantor or any of its Subsidiaries from Oxford Entrepreneurs, Inc., the Oxford Center for Entrepreneurs or any other Person owned by W. Cliff Oxford, other than any such revenue accrued, received or otherwise generated by Buyer which is reflecting on the financial statements of Buyer in accordance with GAAP.

11. Other Guaranties. If Agent hereafter obtains any other guaranty from Guarantor or any other Person of any of the Guaranteed Obligations, such additional guaranty shall not be deemed in lieu of or to supersede, terminate or diminish this Guaranty, but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided in such additional or supplementary guaranty; and if, on or prior to the date hereof, Guarantor or any other Person has given to Agent a previous guaranty or guaranties, this Guaranty shall be construed to be an additional or supplementary guaranty and not to be in lieu thereof or to supersede, terminate or diminish such previous guaranty or guaranties.

12. Application of Payments. Unless otherwise required by law or a specific agreement to the contrary, all payments received by Agent from Buyer, Guarantor or any other Person with respect to the Guaranteed Obligations or from proceeds of the Collateral may be applied (or reversed and reapplied) by Agent to the Guaranteed Obligations in such manner and order as Agent desires, in its sole discretion, without affecting in any manner Guarantor's liability hereunder.

13. Limitation on Guaranty. To the extent any performance of this Guaranty would violate any applicable usury statute or other similar law, the obligation to be fulfilled shall be reduced to the limit legally permitted, so that this Guaranty shall not require any performance in excess of the limit legally permitted, but such obligation shall be fulfilled to the limit of legal validity. Nothing in this Guaranty shall be construed to authorize Agent to collect from Guarantor any interest that has not yet accrued, is unearned or is otherwise not entitled to be collected by Agent under applicable law. The provisions of this section shall control every other provision of this Guaranty.

14. Financial Status; Credit Reports. Guarantor represents and warrants that all financial information provided by Guarantor to Agent truly and accurately depicts Guarantor's financial condition as of the date specified in such financial information; Guarantor is meeting Guarantor's current liabilities as they mature; there are not now pending against Guarantor any court or administrative proceedings that have not been disclosed to Agent in writing prior to the date hereof, nor have there been filed (or threatened to be filed) against Guarantor any undischarged judgments or federal or state tax Liens in excess of \$150,000; and Guarantor is not in default or claimed default under any agreement to which it is a party for borrowed money in excess of \$150,000. The foregoing representations and warranties shall be deemed continuing and Guarantor shall promptly notify Agent in writing if any of the foregoing warranties become incorrect or inaccurate. Guarantor shall provide to Agent such information regarding Guarantor's assets, liabilities and financial condition generally as Agent may from time to time request, including copies of Guarantor's tax returns and financial statements.

15. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and shall be effective upon receipt by the noticed party. Acceptable methods for giving notices hereunder shall include first-class U.S. mail, facsimile transmission and commercial courier service. Regardless of the manner in which notice is provided, notices may be sent to the addresses for Agent and Guarantor as set forth above or to such other address as either party may give to the other for such purpose in accordance with this Section 14.

16. Governing Law; Venue. This Guaranty and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the internal laws (excluding conflict of law rules) of the State of Georgia. All actions, suits or proceedings arising directly or indirectly hereunder may, at the option of Agent, be litigated in courts located within the State of Georgia, and Guarantor hereby expressly consents to the jurisdiction of any state or federal court located within said state and agrees that any service of process in such action or proceedings may be made by personal service upon Guarantor wherever Guarantor may be then located, or by certified or registered mail directed to Guarantor at Guarantor's last known address; provided, however, that the foregoing shall not prevent Agent from bringing any action, enforcing any Lien or judgment or exercising any rights or remedies against Guarantor or any property of Guarantor within any other county, state or other foreign or domestic jurisdiction. Guarantor waives any objection to venue and any objection based on a more convenient form in any action instituted under this Guaranty.

17. Successors, Assigns and Participants. This Guaranty shall be binding upon Guarantor and Guarantor's successors and assigns, and shall inure to the benefit of Agent and its successors and assigns. In the event of a sale or assignment by Agent of all or any part of the Obligations, Agent may assign or transfer

its rights and interests under this Guaranty in whole or in part to the purchaser or purchasers of such Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights given to Agent hereunder, and Agent shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interests so assigned. If Agent elects to assign or sell participations in any of the Guaranteed Obligations or the Loan Documents, including this Guaranty, Agent may forward to each assignee or participant and each prospective assignee or participant all documents and information relating to this Guaranty or to Guarantor, whether furnished by Buyer, Guarantor or any other Person.


18. Miscellaneous. This Guaranty expresses the entire understanding of the parties with respect to the subject matter hereof; may not be changed orally and no provision hereof can be released or waived by Agent except by a writing signed by a duly authorized officer of Agent; is intended to take effect as a sealed instrument under the laws of the State of Georgia; and may be executed in multiple counterparts, all of which taken together shall constitute one and the same Guaranty (and the signature page of any counterpart may be removed therefrom and attached to any other counterpart). If any part of this Guaranty is determined to be invalid, the remaining provisions of this Guaranty shall be unaffected and shall remain in full force and effect. No delay or omission on Agent's part to exercise any right, power or remedy arising hereunder will impair any such right, power or remedy or be considered a waiver of any such right, power or remedy, nor will Agent's action or inaction impair any such right, power or remedy, and all of Agent's rights, powers and remedies hereunder are cumulative and not exclusive of any other rights, powers or remedies that Agent may have by contract, equity or applicable law. Time is of the essence of this Guaranty. The section headings in this Guaranty are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of this Guaranty.

19. JURY TRIAL AND OTHER WAIVERS. Guarantor hereby waives the right to trial by jury (which Agent also waives) in any action, suit, proceeding or counterclaim concerning this Guaranty; presentment and demand for payment of any of the Guaranteed Obligations; protest and notice of dishonor or default with respect to any of the Guaranteed Obligations; and all other notices to which Guarantor might otherwise be entitled except as herein expressly provided.

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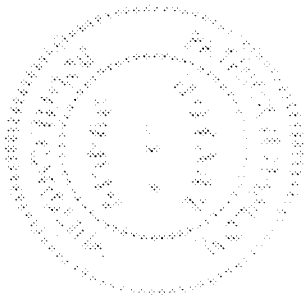
IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be signed, sealed and delivered by its duly authorized officers, on the day and year first written above.

ATTEST:




Name: Patrick R. Harlow
Title: VP, Finance

[SEAL] Embossed Herein is My
State Of South Carolina Notary Public Seal
My Commission Expires February 28, 2024
PATRICK R HARLOW



GUARANTOR:

ADVANTAGE MEDIA GROUP, INC.

By: 

Name: Adam Witty
Title: CEO

{Signature Page to Continuing Guaranty}

Schedule 2.03 Accounts Payable

Vendor	Date	Document Number	Open Balance	Total
7 Mentors LLC	1/31/2018	December 2017	\$2,100.00	
ADP TotalSource	3/5/2018	ADP Implementation Fee	\$2,310.00	\$307,645.04
Advisor Success LLC	2/28/2018	CMMA Commission 2018 - February	\$23.99	
All International LLC	5/31/2017	Affiliate Commission 2017 - May	\$15.99	
Aloul, Ibrahim Al (PayPal: ialaloul@hotmail.com)	1/31/2018	Affiliate Commission 2018 - January	\$23.99	
Aloul, Ibrahim Al (PayPal: ialaloul@hotmail.com)	2/28/2018	Affiliate Commission 2018 - February	\$23.99	
Auer, Becky	3/31/2018	Exp. BA March BC 2018	\$336.99	
Automated Marketing Solutions (PayPal:atruessedell@automs.com)	#####	Affiliate Commission 2017 - October	(\$71.94)	\$336.99
Automated Marketing Solutions (PayPal:atruessedell@automs.com)	#####	Affiliate Commission 2017 - November	(\$150.82)	
Automated Marketing Solutions (PayPal:atruessedell@automs.com)	#####	Affiliate Commission 2017 - December	\$47.98	
Automated Marketing Solutions (PayPal:atruessedell@automs.com)	1/31/2018	Affiliate Commission 2018 - January	\$47.98	
Automated Marketing Solutions (PayPal:atruessedell@automs.com)	2/28/2018	Affiliate Commission 2018 - February	\$23.99	
AWAI	9/30/2016	Affiliate Commissions 2016-September	\$6.00	
Bergeron, Walter LLC	5/31/2016	SC 2016 Speaker Commissions 2016-May	\$258.77	
Bergeron, Walter LLC	6/30/2016	SC 2016 Speaker Commissions 2016-June	\$24.64	
Bergeron, Walter LLC	8/31/2016	Adj. SC 2016 Speaker Commissions 2016-August	\$62.04	
Bill Glazer Consulting, LLC	3/1/2018	Refund ZMB Video	\$450.00	\$450.00
Brandtetz, LLC (Paypal@brandtetz.com)	1/31/2018	Affiliate Commission 2018 - January	\$23.99	
Brandtetz, LLC (Paypal@brandtetz.com)	2/28/2018	Affiliate Commission 2018 - February	\$23.99	
Bueckert & Co.	1/31/2018	CMMA Commission 2018 - January	\$319.60	
C.H.E.K. Institute LLC	2/28/2018	CMMA Commission 2018 - February	\$319.60	
C.H.E.K. Institute LLC	#####	Affiliate Commission 2017 - October	\$47.98	
C.H.E.K. Institute LLC	#####	Affiliate Commission 2017 - November	\$23.99	
C.H.E.K. Institute LLC	#####	Affiliate Commission 2017 - December	\$47.98	
C.H.E.K. Institute LLC	1/31/2018	Affiliate Commission 2018 - January	\$47.98	
C.H.E.K. Institute LLC	2/28/2018	Affiliate Commission 2018 - February	\$23.99	
CDW Direct	3/22/2018	MFT9795	\$219.53	
Center for Technical Communication	1/31/2018	Affiliate Commission 2018 - January	\$23.99	
Center for Technical Communication	2/28/2018	Affiliate Commission 2018 - February	\$23.99	
Chew Publishing, Inc.	#####	Affiliate Commission 2017 - November	(\$174.81)	
Chew Publishing, Inc.	#####	Affiliate Commission 2017 - December	\$23.99	
Chew Publishing, Inc.	1/31/2018	Affiliate Commission 2018 - January	\$23.99	
City Blue Print Inc	#####	67943	\$393.48	\$393.48
City Blue Print Inc	#####	70726	\$563.55	\$563.55
City Blue Print Inc	#####	165868	\$126.50	\$126.50
City Blue Print Inc	#####	167934	\$322.91	\$322.91
City Blue Print Inc	#####	170109	\$6,127.77	\$6,127.77
City Blue Print Inc	#####	67940	\$555.37	\$555.37
City Blue Print Inc	#####	170113	\$339.20	\$339.20
City Blue Print Inc	#####	67937	\$139.38	\$139.38
City Blue Print Inc	#####	67939	\$180.41	\$180.41
City Blue Print Inc	#####	165853	\$724.10	\$724.10
City Blue Print Inc	#####	165854	\$974.70	\$974.70
City Blue Print Inc	#####	165857	\$580.00	\$580.00
City Blue Print Inc	#####	165871	\$945.69	\$945.69
City Blue Print Inc	#####	167932	\$336.27	\$336.27
City Blue Print Inc	#####	70729	\$802.00	\$802.00
City Blue Print Inc	#####	167933	\$386.75	\$386.75
City Blue Print Inc	#####	65869	\$328.06	\$328.06
City Blue Print Inc	#####	171098	\$190.33	\$190.33
City Blue Print Inc	#####	171392	\$130.64	\$130.64
City Blue Print Inc	#####	171091	\$109.29	\$109.29
City Blue Print Inc	#####	171100	\$68.07	\$68.07
City Blue Print Inc	#####	171097	\$173.07	\$173.07

Schedule 2.03 Accounts Payable

Vendor	Date	Document Number	Open Balance	Open Balance	Total
City Blue Print Inc	#####	170755	\$814.84		
City Blue Print Inc	#####	171391	\$168.01		
City Blue Print Inc	#####	171385	\$33.00		
City Blue Print Inc	#####	170730	\$1,229.10		
City Blue Print Inc	#####	70721	\$872.04		
City Blue Print Inc	#####	171096	\$369.63		
City Blue Print Inc	#####	170110	\$1,963.92		
City Blue Print Inc	#####	70722	\$467.19		
City Blue Print Inc	#####	171393	\$353.54		
City Blue Print Inc	#####	171582	\$30,305.00		
City Blue Print Inc	#####	171398	\$245.25		
City Blue Print Inc	#####	70736	\$347.90		
City Blue Print Inc	#####	171088	\$579.04		
City Blue Print Inc	#####	171617	\$63.90		
City Blue Print Inc	#####	171093	\$340.62		
City Blue Print Inc	#####	170728	\$59.35		
City Blue Print Inc	#####	170732	\$607.00		
City Blue Print Inc	#####	70735	\$993.60		
City Blue Print Inc	#####	171542	\$36.00		
City Blue Print Inc	#####	171545	\$210.45		
City Blue Print Inc	#####	172807	\$106.40		
City Blue Print Inc	#####	173556	\$420.75		
City Blue Print Inc	#####	170107	\$416.35		
City Blue Print Inc	#####	171390	\$432.86		
City Blue Print Inc	#####	171538	\$149.56		
City Blue Print Inc	#####	170124	\$355.92		
City Blue Print Inc	#####	70720	\$686.08		
City Blue Print Inc	#####	170115	\$97.49		
City Blue Print Inc	#####	170725	\$386.00		
City Blue Print Inc	#####	170724	\$612.30		
City Blue Print Inc	#####	170756	\$169.17		
City Blue Print Inc	#####	171386	\$48.40		
City Blue Print Inc	#####	171387	\$681.05		
City Blue Print Inc	#####	171394	\$315.96		
City Blue Print Inc	#####	170125	\$960.00		
City Blue Print Inc	#####	173564	\$1,701.82		
City Blue Print Inc	#####	170108	\$610.77		
City Blue Print Inc	#####	171540	\$111.20		
City Blue Print Inc	#####	170727	\$550.11		
City Blue Print Inc	#####	172808	\$1,924.57		
City Blue Print Inc	#####	170123	\$647.80		
City Blue Print Inc	#####	171544	\$161.21		
City Blue Print Inc	#####	170754	\$138.75		
City Blue Print Inc	#####	171389	\$107.36		
City Blue Print Inc	#####	70719	\$672.32		
City Blue Print Inc	1/1/2018	176753	\$311.94		
City Blue Print Inc	1/1/2018	176752	\$74.13		
City Blue Print Inc	1/1/2018	176754	\$197.76		
City Blue Print Inc	1/1/2018	176751	\$425.73		
City Blue Print Inc	1/1/2018	173568	\$2,318.40		
City Blue Print Inc	1/1/2018	171615	\$6,476.21		
City Blue Print Inc	1/31/2018	173561	\$896.84		
City Blue Print Inc	1/31/2018	173560	\$136.02		

Schedule 2.03 Accounts Payable

Vendor	Date	Document Number	Open Balance	Open Balance
City Blue Print Inc	1/31/2018	173559	\$819.11	
City Blue Print Inc	1/31/2018	173558	\$814.06	
City Blue Print Inc	2/1/2018	176525	\$250.12	
City Blue Print Inc	2/1/2018	176755	\$162.00	
City Blue Print Inc	2/1/2018	175218	\$260.20	
City Blue Print Inc	2/1/2018	175945	\$202.05	
City Blue Print Inc	2/28/2018	176522	\$106.73	
City Blue Print Inc	2/28/2018	175940	\$4,132.50	
City Blue Print Inc	2/28/2018	176524	\$533.50	
City Blue Print Inc	2/28/2018	175939	\$4,711.88	
City Blue Print Inc	3/1/2018	175941	\$310.00	
City Print Inc	2/28/2018	52984	\$2,147.00	\$2,147.00
City Print Inc	3/1/2018	53140	\$5,808.30	
City Print Inc	3/22/2018	53238	\$2,612.50	
Computix	8/31/2016	Affiliate Commissions 2016-August	\$198.80	
Computix	9/30/2016	Affiliate Commissions 2016-September	\$199.60	
Computix	#####	Affiliate Commissions 2016-October	\$199.60	
Content For Biz, Inc.	3/22/2018	518	\$300.00	
Crow Executive Air Inc	3/22/2018	18-095364	\$24,600.00	\$24,600.00
Damasio, Victor (PayPal: victor_satch@hotmail.com)	#####	Affiliate Commission 2017 - October	\$23.99	
Damasio, Victor (PayPal: victor_satch@hotmail.com)	#####	Affiliate Commission 2017 - September	\$23.99	
Damasio, Victor (PayPal: victor_satch@hotmail.com)	#####	Affiliate Commission 2017 - November	\$23.99	
Davis, Joseph E	9/30/2017	Affiliate Commission 2017 - September	\$397.60	
DeBianchi Real Estate, LLC	9/30/2017	406	\$4,000.00	\$4,000.00
Dee, David Inc.	2/28/2018	Affiliate Commission 2018 - February	\$23.99	
Early to Rise	#####	Affiliate Commissions 2016-December	\$23.99	
Early to Rise Publishing	4/30/2017	Affiliate Commission 2017 - April	\$23.99	
Ed Rush & Assoc.	#####	Speaker's Commission - Peak&Plat IS17 - Oct.	\$469.76	
Ed Rush & Assoc.	#####	Speaker's Commission Peak&Plat IS17 - Nov.	\$400.46	
Ed Rush & Assoc.	#####	Speaker's Commission Peak&Plat IS17 - Dec.	\$829.56	
Ed Rush & Assoc.	1/31/2018	Speaker's Commission Plat. 18 IS17 - Jan. 18	\$271.35	
Ed Rush & Assoc.	2/28/2018	Speaker's Commission Plat. 18 IS17 - Feb. 18	\$65.30	
Elite Digital Group	2/1/2018	Refund 1844588	\$250.00	
Elmera, Jens	2/28/2018	Affiliate Commission 2018 - February	\$47.98	
Emery, Derek	2/28/2018	CMMA Commission 2018 - February	\$47.98	
Extimate, Inc.	1/31/2018	Affiliate Commission 2018 - January	\$23.99	
Extimate, Inc.	2/28/2018	Affiliate Commission 2018 - February	\$23.99	
Fascinate, Inc	6/30/2016	SC 2016 Speaker Commissions 2016-June	\$204.27	
FedEx (# 1317-6393-0)	2/16/2018	1-665-44313	\$125.44	\$125.44
FedEx (# 1317-6393-0)	2/16/2018	6-125-76578	\$8.22	\$8.22
FedEx (# 1317-6393-0)	2/23/2018	1-668-05934	\$1.02	\$1.02
FedEx (# 1317-6393-0)	2/23/2018	6-102-75436	\$70.18	\$70.18
FedEx (# 1317-6393-0)	2/23/2018	6-102-75437	\$424.66	\$424.66
FedEx (# 1317-6393-0)	2/26/2018	1-670-26150	\$31.13	\$31.13
FedEx (# 1317-6393-0)	2/28/2018	6-110-08447	\$19.03	\$19.03
FedEx (# 1317-6393-0)	2/28/2018	1-667-83222	\$246.83	\$246.83
FedEx (# 1317-6393-0)	2/28/2018	6-110-08448	\$113.35	\$113.35
FedEx (# 1317-6393-0)	2/28/2018	6-117-71274	\$21.25	\$21.25
FedEx (# 1317-6393-0)	3/1/2018	6-110-08448	\$15.23	\$15.23
FedEx (# 1317-6393-0)	3/2/2018	1-667-83222	\$86.65	\$86.65
FedEx (# 1317-6393-0)	3/6/2018	1-670-26150	\$69.56	\$69.56
FedEx (# 1317-6393-0)	3/6/2018	1-672-76057	\$40.59	\$40.59
FedEx (# 1317-6393-0)	3/8/2018	6-117-71274	\$397.45	\$397.45

Schedule 2.03 Accounts Payable

Vendor	Date	Document Number	Open Balance	Open Balance	Total
FedEx (# 1317-6393-0)	3/9/2018	6-117-71273	\$68.93	\$68.93	
FedEx (# 1317-6393-0)	3/9/2018	6-125-76579	\$39.00	\$39.00	
FedEx (# 1317-6393-0)	3/15/2018	6-125-76578	\$353.79	\$353.79	
FedEx (# 1317-6393-0)	3/19/2018	6-132-05115	\$63.25	\$63.25	
FedEx (# 1317-6393-0)	3/22/2018	6-132-05114	\$387.76	\$387.76	
FedEx (# 3621-8839-3)	2/19/2018	6-103-15342	\$13.50	\$13.50	
FedEx (# 3621-8839-3)	2/26/2018	6-110-19342	\$13.50	\$13.50	
FedEx (# 3621-8839-3)	3/5/2018	6-118-34056	\$13.50	\$13.50	
FedEx (# 3621-8839-3)	3/13/2018	6-125-14526	\$13.50	\$13.50	
FedEx (# 3621-8839-3)	3/19/2018	6-133-21006	\$13.50	\$13.50	
Gerry Robert Enterprises Inc	9/30/2017	Affiliate Commission 2017 - September	\$198.80	\$198.80	
Gerry Robert Enterprises Inc	1/31/2018	Black Card Commission IS 2017	\$8,302.91	\$8,302.91	
Global Publishing Inc	2/28/2018	Affiliate Commission 2018 - February	\$23.99	\$23.99	
Halbert Publishing Inc.	2/28/2018	Affiliate Commission 2018 - February	\$47.98	\$47.98	
Handy Mailing Service Inc.	3/1/2018	32161	\$986.15	\$986.15	
Hesby, Nancy C	2/28/2018	CMMA Commission 2018 - February	\$23.99	\$23.99	
Hypnotic Marketing Inc	#####	Affiliate Commissions 2016-October	\$23.99	\$23.99	
IMS	2/28/2018	February 2018	\$8,043.78	\$8,043.78	Paid 4/5
Infomastery LLC	#####	Affiliate Commission 2017 - December	\$7.99	\$7.99	
Infomastery LLC	1/31/2018	Affiliate Commission 2018 - January	\$7.99	\$7.99	
Infomastery LLC	2/28/2018	Affiliate Commission 2018 - February	\$7.99	\$7.99	
Infusion Software	#####	Affiliate Commission 2017 - October	\$7.99	\$7.99	
Infusion Software	#####	Affiliate Commission 2017 - November	\$7.99	\$7.99	
Infusion Software	#####	Affiliate Commission 2017 - December	\$7.99	\$7.99	
Infusion Software	1/31/2018	Affiliate Commission 2018 - January	\$7.99	\$7.99	
Infusion Software	2/28/2018	Affiliate Commission 2018 - February	\$7.99	\$7.99	
JE2000 LLC (dba Jimmy Marketing)	4/30/2017	Speaker's Commission SC 2017 - April	\$337.87	\$337.87	
JE2000 LLC (dba Jimmy Marketing)	5/31/2017	Speaker's Commission SC 2017 - May	\$6.37	\$6.37	
Jimmy Marketing	6/30/2017	Speaker's Commission SC 2017 - June	\$358.15	\$358.15	
Jimmy Marketing	1/31/2018	Speaker's Commission SC 2017 - Jan 18	\$179.08	\$179.08	
Kennedy, Dan	#####	DK Book Payment	\$5,000.00	\$5,000.00	
Kern, Frank, Inc.	1/31/2016	Affiliate Commissions 2016-Jan.	\$119.95	\$119.95	
Kern, Frank, Inc.	2/29/2016	Affiliate Commissions 2016-February	\$167.93	\$167.93	
Kim, Pyong	4/30/2017	Affiliate Commission 2017 - April	\$23.99	\$23.99	
Klipsch, M.E. & Associates, Ltd.	7/31/2017	CMMA Commission 2017 - July	\$390.76	\$390.76	
KWI	#####	Affiliate Commissions 2016-October	\$6.00	\$6.00	
Law Office of Paul Hogan, LLC	3/31/2018	Refund 1790068	\$1,491.00	\$1,491.00	
Lessons From Experts	#####	Affiliate Commissions 2016-October	\$23.99	\$23.99	
Live Out Loud Inc.	5/31/2016	SC 2016 Speaker Commissions 2016-May	\$1,451.56	\$1,451.56	
Loews Chicago O'Hare Hotel	#####	GK1531	\$18,149.18	\$18,149.18	
Lofholm, Eric, International, Inc	1/31/2018	Affiliate Commission 2018 - January	\$23.99	\$23.99	
Lofholm, Eric, International, Inc	2/28/2018	Affiliate Commission 2018 - February	\$23.99	\$23.99	
Maciulis, Romualdas (PayPal: paypal@maciulis.name)	1/31/2018	Affiliate Commission 2018 - January	\$39.60	\$39.60	
Marketing Partners	#####	CMMA Commission 2017 - December	\$7.98	\$7.98	
Marshall, Perry S & Associates	8/31/2016	Affiliate Commissions 2016-August	\$6.00	\$6.00	
Marshall, Perry S & Associates	#####	Affiliate Commissions 2016-October	\$6.00	\$6.00	
McMannis Duplication & Fulfillment, Inc.	2/28/2018	12564	\$251.47	\$251.47	
MET Edge, LLC	1/31/2018	Affiliate Commission 2018 - January	\$23.99	\$23.99	
MET Edge, LLC	2/28/2018	Affiliate Commission 2018 - February	\$23.99	\$23.99	
Min, B J	2/28/2018	Affiliate Commission 2018 - February	\$23.99	\$23.99	
MXOtech, Inc.	3/23/2018	MXO-6443	\$106.81	\$106.81	
Napoleon Hill Foundation	#####	Affiliate Commission 2017 - October	(\$254.21)	(\$254.21)	
Napoleon Hill Foundation	#####	Affiliate Commission 2017 - November	\$71.97	\$71.97	

Schedule 2.03 Accounts Payable

Vendor	Date	Document Number	Open Balance	Open Balance	Total
Napoleon Hill Foundation	1/31/2018	Affiliate Commission 2017 - December	\$47.98		
Napoleon Hill Foundation	1/31/2018	Affiliate Commission 2018 - January	\$23.99		
Napoleon Hill Foundation	2/28/2018	Affiliate Commission 2018 - February	\$23.99		
Path for Growth LLC	2/28/2018	No B.S. Sales Seminar Commission - Feb 18	\$26,013.12		
Pierce, Derek	#####	Affiliate Commissions 2016-October	\$23.99		
PowerTeam International, Inc	12/1/2015	Info Summit 2015 Speaker Commission 2015-Nov	\$1,134.90		
PowerTeam International, Inc	#####	IS15 Speaker Commissions 2015-Dec.	\$189.15		
PowerTeam International, Inc	1/31/2016	IS15 Speaker Commissions 2016-Jan.	\$189.15		
PowerTeam International, Inc	2/29/2016	IS2015 Speaker Commissions 2016-February	\$189.15		
PowerTeam International, Inc	3/31/2016	IS2015 Speaker Commissions 2016-March	\$189.15		
Practice Wealth Ltd (dreb@generalmail.com)	2/28/2018	Affiliate Commission 2018 - February	\$47.98		
Production PRO	2/28/2018	103541	\$1,620.00		
Production PRO	2/28/2018	103545	\$3,280.00		
Production PRO	2/28/2018	103544	\$200.00		
Production PRO	2/28/2018	103542	\$40.00		
Production PRO	3/1/2018	103543	\$112.00		
Production PRO	3/1/2018	103547	\$209.50		
Production PRO	3/6/2018	103548	\$2,060.00		
Production PRO	3/22/2018	103552	\$5,620.00		
Profitable Results Marketing LLC	2/28/2018	Affiliate Commission 2018 - February	\$23.99		
Rembrandt Communications	3/31/2018	1388	\$1,250.00	\$1,250.00	
Renaissance Cleveland Hotel	#####	Renaissance Cleveland Hotel	\$47,836.10	\$47,836.10	
Revo Realty Group, LLC	2/28/2018	CMMA Commission 2018 - February	\$47.98		
RPN Media Group LLC	4/20/2017	INV-000128	\$2,150.00		
RPN Media Group LLC	2/28/2018	CMMA Commission 2018 - February	\$23.99		
Smith, Jeff	8/31/2016	Affiliate Commissions 2016-August	\$365.70		
Smith, Jeff	9/30/2016	Affiliate Commissions 2016-September	\$431.90		
Sprinklr, Inc.	5/1/2016	9832	\$10,800.00		
Sprinklr, Inc.	8/1/2016	12062	\$7,200.00		
Sprinklr, Inc.	#####	12062B	\$3,600.00		
Staples Advantage	2/24/2018	8048852345	\$171.11		
Success Training Systems Inc.	6/30/2016	Affiliate Commissions 2016-June	\$23.99		
Success Training Systems Inc.	6/30/2016	IBA Commissions 2016-June	\$466.28		
Success Training Systems Inc.	7/31/2016	IBA Commissions 2016 - July	\$498.65		
Success Training Systems Inc.	8/31/2016	IBA Commissions 2016-August	\$466.28		
Success Training Systems Inc.	8/31/2016	IBA Commissions 2016-August	\$23.99		
Success Training Systems Inc.	9/30/2016	IBA Commissions 2016-September	\$279.49		
Surefire Marketing, Inc.	2/28/2018	Affiliate Commission 2018 - February	\$23.99		
Tetzner, Mark	8/31/2016	Affiliate Commissions 2016-August	\$797.60		
The Burchard Group LLC	#####	Affiliate Commission 2017 - December	\$32.80		
TimeZone Marketing	8/31/2016	IBA Commissions 2016-August	\$247.91		
TimeZone Marketing	9/30/2016	IBA Commissions 2016-September	\$247.91		
TimeZone Marketing	2/28/2018	CMMA Commission 2018 - February	\$23.99		
Titan Fitness	5/1/2017	5245	\$10.00		
Total Census Solutions & Your ROI Guy	6/1/2017	5296	\$10.00		
Total Census Solutions & Your ROI Guy	5/31/2016	SC16 Speaker Commissions 2016-May	\$217.38		
TSW Group, Inc	6/30/2016	SC 2016 Speaker Commissions 2016-June	\$86.86		
TSW Group, Inc	2/28/2018	Affiliate Commission 2018 - February	\$23.99		
ULINE	3/22/2018	95362724	\$205.66	\$205.66	
ULINE	3/22/2018	95463738	\$247.50	\$247.50	
Up A Notch Marketing LLC	2/28/2018	CMMA Commission 2018 - February	\$23.99		
Verizon	4/5/2018	April 2018	\$140.60		
Zacaw Enterprises, Inc	1/31/2018	Affiliate Commission 2018 - January	\$23.99		

**Schedule 2.03
Accounts Payable**

Vendor: Zacaw Enterprises, Inc
 Date: 2/28/2018 Document Number: Affiliate Commission 2018 - February
 Open Balance: \$23.99 Total:

Chatham Capital Management Fund IV, LLC
 Kennedy, Dan
 Renaissance Orlando At Seaworld

Not to be paid by Advantage
 To be paid by Advantage
 Paid as of 4/6 by GKIC; cost to be split 50/50 between Advantage and GKIC

Date	Document Number	Open Balance
1/31/2018	January 2018	\$5,000.00
3/30/2018	March 2018 Consulting & Coaching	\$55,750.00
3/22/2018	SC 2018 Hotel Deposit# 3	\$110,333.66
		\$110,333.66

ASSET PURCHASE AGREEMENT

by and among

ADVANTAGE INSIGHTS, LLC

as Buyer,

and

OXFORD ENTREPRENEURS, INC.

as Seller,

and

WILLIAM CLIFF OXFORD, INDIVIDUALLY

Dated as of April 6, 2018

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”), dated as of April 6, 2018 (the “Effective Date”), is entered into by and among Advantage Insights, LLC, a South Carolina limited liability company (“Buyer”), Oxford Entrepreneurs, Inc., a Georgia corporation (“Seller”) and William Cliff Oxford, an individual resident of the State of Georgia (“Oxford”).

WITNESSETH:

WHEREAS, Seller operates an education, commerce and media platform for fast growth entrepreneurs under the name “Oxford Entrepreneurs” a/k/a “The Oxford Center for Entrepreneurs” (the “Business”);

WHEREAS, Seller operates an accredited entrepreneurial MBA program through Oxford Brenau as a component of the Business (with Oxford Brenau being owned by Oxford);

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets, and certain specified liabilities, of the Business, subject to the terms and conditions set forth herein, and Oxford wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Oxford, all of the outstanding stock of Oxford Brenau, subject to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings set forth below:

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity

“Agreement” shall have the meaning set forth in the Preamble of this Agreement.

“Ancillary Agreements” shall mean the Bill of Sale, IP Assignment Agreement, and Seller Promissory Note.

“Asserted Liability” shall have the meaning set forth in Section 6.03.

“Assumed Liabilities” shall have the meaning set forth in Section 2.04.

“Bill of Sale” means that certain Bill of Sale executed by Seller in the form attached hereto as Exhibit A.

“Books and Records” shall have the meaning set forth in Section 2.01(l).

“Business Day” means any day other than a Saturday, Sunday, U.S. Federal holiday, or day on which banks in the State of Georgia are required or permitted by law to be closed.

“Buyer” shall have the meaning set forth in the Preamble of this Agreement.

“Claim” shall have the meaning set forth in Section 6.03.

“Claims Notice” have the meaning set forth in Section 6.03.

“Closing” shall have the meaning set forth in Section 3.01.

“Closing Date” shall have the meaning set forth in Section 3.01.

“Contracts” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

“Deductible” shall have the meaning set forth in Section 6

“Effective Date” shall have the meaning set forth in the Preamble of this Agreement.

“Encumbrance” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“Excluded Assets” shall have the meaning set forth in Section 2.03.

“Excluded Liabilities” shall have the meaning set forth in Section 2.05.

“Governmental Entity” shall mean any United States governmental or regulatory authority or instrumentality, or any department or agency thereof, including, without limitation, any court, administrative agency, commission, or central banking authority.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity.

“Indemnified Party” shall have the meaning set forth in Section 6.03.

“Indemnifying Party” shall have the meaning set forth in Section 6.03.

“Intellectual Property” means all intellectual property and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) internet domain names,

whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Entity, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Entity-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (f) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.

"Intellectual Property Agreements" means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, permissions and other Contracts, whether written or oral, relating to any Intellectual Property that is used or held for use in the conduct of the Business as currently conducted or proposed to be conducted to which Seller is a party, beneficiary or otherwise bound.

"Intellectual Property Registrations" shall have the meaning set forth in Section 4.11(a).

"Inventory" shall have the meaning set forth in Section 2.01(e).

"IP Assignment Agreement" means that certain Intellectual Property Assignment Agreement executed by Seller in the form attached hereto as **Exhibit B**.

"Knowledge" shall mean, with respect to any fact, circumstance, event, or other matter in question, the actual or constructive knowledge of Oxford after reasonable inquiry of those employees or independent contractors of Seller whom Oxford reasonably believes would have actual knowledge of the particular subject area.

"Law" shall mean all legislation, laws, rules, regulations, ordinances, and orders of any Governmental Entity.

"Liability" shall mean any liability, indebtedness or other obligation (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, due or to become due, or otherwise).

"Material Adverse Effect" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of Seller, (b) the value of the Transferred Assets, or (c) the ability of Seller to consummate the transactions contemplated hereby on a timely basis.

"Oxford" shall have the meaning set forth in the Preamble of this Agreement.

“Oxford Brenau” shall mean Oxford at Brenau, Inc., a Georgia corporation, which is wholly-owned by Oxford.

“Oxford Brenau Stock” has the meaning set forth in Section 4.05(c).

“Oxford Closing Payment” shall have the meaning set forth in Section 2.06(a).

“Oxford Promissory Note” shall have the meaning set forth in Section 2.06(a).

“Permits” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Entities.

“Purchase Price” shall have the meaning set forth in Section 2.06.

“Seller” shall have the meaning set forth in the Preamble of this Agreement.

“Seller Closing Payment” shall have the meaning set forth in Section 2.06(a).

“Seller Promissory Note” shall have the meaning set forth in Section 2.06(a). “Seller Intellectual Property” shall have the meaning set forth in Section 2.01(e).

“Seller Stock” shall have the meaning set forth in Section 4.05(a).

“Tax Return” means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Taxes” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“Transferred Assets” shall have the meaning set forth in Section 2.01.

“Units” means units of Buyer’s membership interests.

“Working Capital Liabilities” means those liabilities of Seller as of the close of business on the Closing Date, as set forth on Schedule 2.04, in each case determined consistent with past practice; provided, however, that in no event will Working Capital Liabilities include any current indebtedness or deferred Tax liabilities.

ARTICLE II
TRANSFER OF ASSETS; ASSUMPTION
OF LIABILITIES; AND PURCHASE PRICE

2.01 Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, except for the Excluded Assets set forth in Section 2.02 below, Seller shall sell, transfer, assign, and deliver to Buyer, and Buyer shall purchase, acquire, and accept from Seller, all of Seller's right, title, and interest in and to the assets set forth on **Schedule 2.01** free and clear of all liens (the "Transferred Assets"), including, without limitation, all right, title, and interest in and to the following:

(a) any and all operations and assets used by Seller in the operation of the Business, including but not limited to those set forth on **Schedule 2.01(a)**;

(b) all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing ("Accounts Receivable");

(c) those rights relating to deposits, prepaid expenses, claims for refunds and rights to offset in respect thereof;

(d) the Intellectual Property set forth on **Schedule 2.01(d)** and any and all goodwill related thereto (the "Seller Intellectual Property");

(e) the inventory assets set forth on **Schedule 2.01(e)** ("Inventory");

(f) all Contracts, including any Contracts relating to Intellectual Property, set forth on **Schedule 2.01(f)** (the "Assigned Contracts");

(g) all furniture, fixtures, machinery, office equipment, supplies, computers, telephones and other tangible assets set forth on **Schedule 2.01(h)**;

(h) all Permits, which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Transferred Assets, including, without limitation, those listed on **Schedule 2.01(i)**;

(i) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Transferred Assets;

(j) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Transferred Assets or the Assumed Liabilities;

(k) originals, or where not available, copies, of all books and records, including, but not limited to, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Entity), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic

plans, internal financial statements, marketing and promotional surveys, material and research and files relating to the Intellectual Property and the Intellectual Property Agreements (“Books and Records”); and

- (l) all goodwill and the going concern value of the Business.

2.02 Transfer of Oxford Brenau Stock. On the terms and subject to the conditions set forth in this Agreement, Oxford shall sell, transfer, assign, and deliver to Buyer, and Buyer shall purchase, acquire, and accept from Oxford, all of Oxford’s right, title, and interest in and to all of the outstanding shares of Oxford Brenau stock, free and clear of all Encumbrances.

2.03 Excluded Assets. Notwithstanding anything to the contrary set forth herein, the parties understand and hereby agree that Buyer is not purchasing or acquiring, and Seller is not selling, transferring, conveying, or assigning to Buyer any assets or properties of Seller other than the Transferred Assets, all of which are hereinafter collectively referred to as the “Excluded Assets,” and shall include, but not be limited to, the following:

- (a) Cash in Buyer’s bank account, and the bank account itself;
- (b) Contracts, including Intellectual Property Agreements, that are not Assigned Contracts;
- (c) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Seller;
- (d) the assets, properties and rights specifically set forth on **Schedule 2.02(d)**;
and
- (e) the rights which accrue or will accrue to Seller under this Agreement and the Ancillary Documents.

2.04 Assumption of Liabilities by Buyer. Subject to the terms and conditions set forth herein, Buyer shall assume and hereby agrees to pay, perform, and discharge the Working Capital Liabilities, but only to the extent that such liabilities and obligations do not relate to any breach, default or violation by Seller prior to the Closing (collectively, the “Assumed Liabilities”). Other than the Assumed Liabilities, Buyer shall not assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

2.05 Excluded Liabilities. Notwithstanding the provisions of Section 2.04 or any other provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform, or discharge any Liabilities of Seller of any kind or nature whatsoever other than the Assumed Liabilities (the “Excluded Liabilities”). Seller shall pay and satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy. Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:

(a) any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(b) any Liabilities relating to or arising out of the Excluded Assets;

(c) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Transferred Assets to the extent such Action relates to such operation on or prior to the Closing Date;

(d) any Liabilities of Seller arising under or in connection with any employee benefit plan providing benefits to any present or former employee of Seller;

(e) any Liabilities of Seller for any present or former employees, officers, directors, retirees, independent contractors or consultants of Seller, including, without limitation, any Liabilities associated with any claims for wages or other benefits, bonuses, accrued vacation, workers' compensation, severance, retention, termination or other payments;

(f) any Liabilities associated with debt, loans or credit facilities of Seller owing to financial institutions; and

(g) any Liabilities arising out of, in respect of or in connection with the failure by the Seller to comply with any Law or Governmental Order.

2.06 Purchase Price. At the Closing, Buyer shall assume the Assumed Liabilities and shall pay to the Seller and Oxford the aggregate purchase price of \$992,500, which amount shall be inclusive of interest payable by Buyer pursuant to the Seller Promissory Note (the "Purchase Price") for the Transferred Assets and the Oxford Brenau Stock, which shall be paid as follows:

(a) Closing Payment. At the Closing, Buyer shall pay \$135,499 by wire transfer of immediately available funds to an account designated in writing by Seller (the "Seller Closing Payment"), and Buyer shall pay \$1 to Oxford (the "Oxford Closing Payment").

(b) Promissory Note. At the Closing, Buyer shall issue to Seller a Promissory Note in substantially the form attached hereto as **Exhibit C** in an amount equal to \$800,000.00 (the "Seller Promissory Note").

2.07 Allocation of Purchase Price. Seller, Buyer and Oxford shall use best efforts to determine the allocation of the Purchase Price among the Transferred Assets and the Oxford Brenau Stock for all purposes (including Tax and financial accounting) within thirty (30) days following the Effective Date (the "**Purchase Price Allocation**"). Following determination, of the Purchase Price Allocation, it shall be used by the parties in completing Internal Revenue Service Form 8594 and in satisfying all other reporting requirements of the Internal Revenue Service and any other state or local taxing authority with respect to this transaction. No party shall take a position on any Tax Return that is in any way inconsistent with the Purchase Price Allocation.

2.08 Withholding Tax. Upon three days prior written notice, Buyer shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer may be required to deduct and withhold under any applicable tax law. All such withheld amounts shall be treated as delivered to Seller and Oxford hereunder.

ARTICLE III CLOSING

3.01 Closing. The closing of the transactions contemplated hereby (the “Closing”) shall take place on or before April 6, 2018 at a time and place as shall be mutually agreed by the parties. The date on which the Closing takes place is herein called the “Closing Date.” In lieu of an in-person Closing, the Closing may instead be accomplished by facsimile or email (in PDF format) transmission to the respective offices of legal counsel for the parties of the requisite documents, duly executed where required, with originals to be delivered by overnight courier service on the next business day following the Closing. The Closing shall be deemed to be effective as of 12:01 a.m. on the Closing Date.

3.02 Payment of Closing Purchase Price. At the Closing, Buyer shall pay to Seller the Seller Closing Payment, and issue to Seller the Seller Promissory Note and the Warrant and Buyer shall pay to Oxford the Oxford Closing Payment, and issue to Oxford the Oxford Promissory Note, all in accordance with Section 2.06. At the Closing, all rights, title, and interests to the Transferred Assets and the Oxford Brenau Stock and all Assumed Liabilities shall pass to Buyer.

3.03 Deliveries by Seller. At the Closing, Seller shall execute and deliver or cause to be executed and delivered to Buyer the following:

- (a) Bill of Sale in substantially the form attached hereto as **Exhibit A** to evidence Seller’s conveyance of the Transferred Assets to Buyer;
- (b) IP Assignment Agreement, in substantially the form attached hereto as **Exhibit B**;
- (c) resolutions of the Board of Directors and stockholders of Seller, certified by an officer of Seller as of the Closing Date, authorizing the execution, delivery, and performance of this Agreement, the Ancillary Agreements, and the transactions contemplated hereby; and
- (d) to the extent not set forth above, properly endorsed and executed instruments of assignment effective to assign and transfer to Buyer all Transferred Assets.

3.04 Delivery by Oxford. At the Closing, Oxford shall deliver to Buyer the stock certificate(s) evidencing the Oxford Brenau Stock.

3.05 Deliveries by Buyer. At the Closing, Buyer shall execute and deliver to Seller and to Oxford, as applicable, the following:

- (a) the Seller Closing Payment and the Oxford Closing Payment;
- (b) the Bill of Sale;

- (c) the Seller Promissory Note executed by Buyer in favor of Seller; and
- (d) resolutions of the members and managers of Buyer, authorizing the execution, delivery, and performance of this Agreement, the Ancillary Agreements, and the transactions contemplated hereby.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER AND OXFORD

Except as set forth in the section of the Disclosure Schedule corresponding to a particular representation and warranty delivered on the date of execution of this Agreement, Seller and Oxfords jointly and severally represent and warrants to Buyer as of the Closing Date (unless a representation or warranty is made as of an alternate specified date) as follows:

4.01 Absence of Certain Changes. Except as set forth on **Schedule 4.01**, since January 1, 2018, the Business and the operations thereof have been conducted in the ordinary course consistent with past practices and: (a) there has been no sale or other disposition of the Transferred Assets, except for the sale of inventory in the ordinary course of business; (b) Seller has not adopted any plan of merger, consolidation, reorganization, liquidation, or dissolution or filed a petition in bankruptcy under any provisions of federal or state bankruptcy law or consented to the filing of any bankruptcy petition against it under any similar law; (c) there has not been any agreement by Seller to do any of the foregoing, or take any action or omission that would result in any of the foregoing; and (d) no event, occurrence, fact, condition, or change shall have occurred after the date of this Agreement, including any event, occurrence, fact, condition or change that reflects an adverse change in the matters disclosed in the Disclosure Schedules, that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect on the business of the Seller.

4.02 Organization and Qualification. Seller is a corporation duly organized and validly existing under the laws of the State of Georgia with full corporate power and authority to enter into this Agreement and the Ancillary Agreements to which it is a party and to perform its obligations hereunder and thereunder.

4.03 Power and Authority. Seller and Oxford each has full power and authority to execute and deliver this Agreement and to perform its or his obligation under this Agreement. The consummation by Seller of the transactions contemplated hereby and thereby, have been duly authorized by Seller's stockholders and Board of Directors and no further filing, consent, or authorization is required by the Seller. This Agreement and the Ancillary Agreements have been duly executed and delivered by Seller and Oxford, and constitute the legal, valid, and binding obligations of Seller and Oxford, enforceable against Seller and Oxford in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

4.04 No Violation. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Seller is a party and the consummation of the transactions contemplated hereby and thereby do not and shall not (a) conflict with or result in any breach of

the provisions of, (b) constitute a default under, result in a violation of, or cause the acceleration of any obligations under, or (c) require any authorization, consent, approval, exemption, or other action by or notice to any Governmental Entity, under Seller's Articles of Incorporation, Bylaws, or any contract to which Seller is bound or affected or any Law to which Seller is subject.

4.05 Capitalization.

(a) The authorized capital stock of Seller consists of 1,000,000 shares of Seller common stock (the "Seller Stock"), of which 100 shares are issued and outstanding, all of which outstanding shares are held by Oxford. The Seller Stock has been duly authorized and validly issued, are fully paid and nonassessable, were not issued in violation of and are not subject to any right of rescission, right of first refusal or preemptive right, have been offered, issued, sold and delivered by the Seller in compliance with all requirements of Law and all requirements set forth in applicable Contracts and the Seller has received all consideration due to it in connection with the sale and issuance of such Seller Stock.

(b) Except for stock appreciation rights held by Kate Erskine with respect to Seller Stock, there are no appreciation rights, options, warrants, calls, rights, commitments, conversion privileges or preemptive or other rights or Contracts outstanding to purchase or otherwise acquire any interests of Seller or any securities or debt convertible into or exchangeable for interests of Seller or obligating Seller to grant, extend or enter into any such option, warrant, call, right, commitment, conversion privilege or preemptive or other right or Contract. There are no voting agreements, rights of first refusal, preemptive rights, co-sale rights or other restrictions applicable to the Seller Stock.

(c) The authorized capital stock of Oxford Brenau consists of 10,000,000 shares of Oxford Brenau common stock, of which 100 shares are issued and outstanding, all of which outstanding shares are held by Oxford (the "Oxford Brenau Stock"). There are no appreciation rights, options, warrants, calls, rights, commitments, conversion privileges or preemptive or other rights or Contracts outstanding to purchase or otherwise acquire any interest of Oxford Brenau or any securities or debt convertible into or exchangeable for interest of Oxford Brenau or obligating Oxford Brenau to grant, extend or enter into any such option, warrant, call, right, commitment, conversion privilege or preemptive or other right or Contract. There are no voting agreements, rights of first refusal, preemptive rights, co-sale rights or other restrictions applicable to the equity interests of Oxford Brenau.

4.06 Financial Statements. Complete copies of the unaudited financial statements consisting of the balance sheet of the Business as of December 31 in each of the years 2015, 2016 and 2017 and the related profit and loss statements for the years then ended (the "Financial Statements") have been delivered to Buyer. The Financial Statements are based upon the books and records of the Business, and fairly present in all material respects the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated. The balance sheet of the Business as of December 31, 2017 is referred to herein as the "Balance Sheet" and the date thereof as the "Balance Sheet Date".

4.07 Compliance with Laws. Except as set forth on **Schedule 4.07**, none of the Seller, nor any director or officer of Seller, has to Seller's Knowledge violated, conducted its business or operations in violation of, or used the Transferred Assets in violation of any Laws.

4.08 Consents. No notice to or filing with, and no permit, authorization, consent, or approval of any person or any Governmental Entity is necessary for the consummation by Seller of the transactions contemplated by this Agreement or by any of the Ancillary Agreements to which it is a party.

4.09 Assets. The Transferred Assets listed on **Schedule 2.01** is the complete list of assets being transferred pursuant to this Agreement. The Transferred Assets, including the Intellectual Property, are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as the Business is conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

4.10 Title to Transferred Assets. Seller has good and valid title to, or a valid leasehold interest in, all of the Transferred Assets (including leasehold interests), free and clear of any Encumbrances.

4.11 Intellectual Property.

(a) **Schedule 2.01(e)** lists all (i) Intellectual Property Registrations and (ii) Seller Intellectual Property, including software, that are not registered but that are material to the operation of Seller. All required filings and fees related to the Seller Intellectual Property that is subject to any issuance, registration, application or other filing by or with a Governmental Entity ("Intellectual Property Registrations") have been timely filed with and paid to the relevant Governmental Entities and authorized registrars, and all Intellectual Property Registrations are otherwise in good standing.

(b) The Seller is the sole and exclusive legal and beneficial, and with respect to the Intellectual Property Registrations, record, owner of all right, title and interest in and to the Intellectual Property, and has the valid right to use all other Intellectual Property used in or necessary for the conduct of the business of Seller as currently conducted, in each case, free and clear of Encumbrances.

(c) The Seller Intellectual Property is all of the Intellectual Property necessary to operate the business of Seller as presently conducted. The consummation of the transactions contemplated hereunder will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, the Buyer's right to own, use or hold for use any Seller Intellectual Property as owned, used or held for use in the conduct of the business of Seller as currently conducted.

4.12 [Intentionally Omitted]

4.13 [Intentionally Omitted]

4.14 Inventory. All Inventory, whether or not reflected on the Balance Sheet, consists of a quality and quantity usable and salable in the ordinary course of business consistent with past

practice and is owned by Seller free and clear of all Encumbrances, and no Inventory is held on a consignment basis.

(a) Accounts Receivable. The Accounts Receivable reflected on the Balance Sheet and the Accounts Receivable arising after the date thereof (a) have arisen from bona fide transactions entered into by Seller involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; and (b) constitute only valid, undisputed claims of Seller not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice.

4.15 No Litigation. There are no actions, suits, proceedings, orders or investigations pending, threatened against, or affecting Seller at law or at equity or before any Governmental Entity nor is Seller subject to or in default with respect to any order, writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality.

4.16 Compliance with Laws; Permits.

(a) Seller has complied, and is now complying, with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Transferred Assets.

(b) All Permits required for Seller to conduct the Business as currently conducted or for the ownership and use of the Transferred Assets and the Oxford Brenau Stock have been obtained by Seller and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. **Schedule 4.16** lists all current Permits issued to Seller which are related to the conduct of the Business as currently conducted or the ownership and use of the Transferred Assets and the Oxford Brenau Stock, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in **Schedule 4.16** of the Disclosure Schedules.

4.17 Finders' Fees. There is no investment banker, broker, finder, or other intermediary who has been retained by or is authorized to act on behalf of Seller who would be entitled to any fee or commission or any other payment upon execution of this Agreement or upon consummation of or in connection with the transactions contemplated by this Agreement.

4.18 Full Disclosure. No representation or warranty by Seller or Oxford in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and Oxford as of the Closing Date as follows:

5.01 Organization and Qualification. Buyer is a limited liability company duly organized and validly existing under the laws of the State of South Carolina with full limited liability company power and authority to enter into this Agreement and related documents to which it is a party and to perform its obligations hereunder and thereunder.

5.02 Power and Authority. Buyer has all requisite power and authority to own the Transferred Assets and to execute, deliver, and perform its obligations under this Agreement. Buyer and the consummation by the Buyer of the transaction contemplated hereby and thereby, have been duly authorized by Buyer's members and managers and no further filing, consent, or authorization is required by Buyer or its board of directors. This Agreement and the Ancillary Agreements to which Buyer is a party have been duly executed and delivered by the Buyer, and constitute the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

5.03 No Violation. The execution, delivery and performance of this Agreement and the related documents to which it is a party and the consummation of the associated transactions do not and shall not (a) conflict with or result in any breach of the provisions of, (b) constitute a default under, result in a violation of, or cause the acceleration of any obligations under, or (c) require any authorization, consent, approval, exemption, or other action by or notice to any Governmental Entity, under Buyer's Certificate of Incorporation, By-Laws, or any contract to which Buyer is bound or affected or any Law to which Buyer is subject.

5.04 Effect of Agreement. This Agreement has been duly executed and delivered by Buyer and constitutes, and each other document contemplated by this Agreement when executed and delivered in accordance with the provisions hereof shall constitute, a legal, valid, and binding obligation of Buyer enforceable against it in accordance with its terms.

ARTICLE VI SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

6.01 Indemnification by Seller. Seller and Oxford shall jointly and severally indemnify and hold Buyer and its respective officers, directors, members, managers, agents, employees, attorneys, and their respective successors and assigns harmless from, and will reimburse them for, any and all claims, liabilities, losses, damages, and expenses (including without limitation reasonable outside attorneys' fees) incurred by any one or more of them after the Closing Date to the extent that they arise from or relate to the untruthfulness in any material respect of any representation or warranty made by Seller or Oxford in this Agreement.

6.02 Indemnification by Buyer. Buyer shall indemnify and hold Seller and Oxford, and its and his officers, directors, shareholders, agents, employees, attorneys, and their respective successors and assigns harmless from, and will reimburse Seller for, any and all claims, liabilities, losses, damages, and expenses (including without limitation reasonable outside attorneys' fees) incurred by any one or more of them after the Closing Date to the extent they arise from or relate

to the untruthfulness in any material respect of any representation or warranty made by Buyer in this Agreement.

6.03 Indemnification Procedures. Promptly after receipt by any party entitled to indemnification under this Article VI (hereafter referred to as an “Indemnified Party”) of notice of any demand, claim, or circumstance which, with the lapse of time, would or might give rise to a Claim or the commencement (or threatened commencement) of any action, proceeding, or investigation (an “Asserted Liability”) that may result in any claim for which the Indemnified Party is entitled to indemnification under Article VI (hereafter referred to as a “Claim”), the Indemnified Party shall promptly give notice thereof (the “Claims Notice”) to the party obligated to provide indemnification pursuant to Section 6.01 or 6.02 (the “Indemnifying Party”). The Claims Notice shall describe the Asserted Liability in reasonable detail, shall contain supporting documentation (if applicable), and shall indicate the amount (estimated, if necessary and to the extent feasible) of the Claims that have been or may be suffered by the Indemnified Party. No indemnification obligation shall be imposed upon an Indemnifying Party unless a proper Claims Notice is given to that Indemnifying Party on or before the last day of the survival period for the representation, warranty, or covenant, the alleged breach of which forms the basis for the Claim. Failure of an Indemnified Party to give prompt notice of a Claim shall not release, waive, or otherwise affect an Indemnifying Party’s obligations with respect thereto except to the extent that the Indemnifying Party suffers actual loss or prejudice as a result of such failure.

(a) The Indemnifying Party may elect to compromise or defend, at its own expense and by its own counsel, any Asserted Liability. If the Indemnifying Party elects to compromise or defend such Asserted Liability, it shall within thirty (30) days (or sooner, if the nature of the Asserted Liability so requires) notify the Indemnified Party of its intent to do so, and the Indemnified Party shall cooperate with the Indemnifying Party and shall provide the Indemnifying Party access to its records and personnel reasonably relating to any such Asserted Liability, in each case, at the expense of the Indemnifying Party, in the compromise of, or defense against, such Asserted Liability. If the Indemnifying Party elects not to compromise or defend the Asserted Liability or fails to notify the Indemnified Party of its election as herein provided, the Indemnified Party may pay, compromise, or defend such Asserted Liability at the expense of the Indemnifying Party. Subject to the limitations contained in Section 6.03(b) on the obligations of the Indemnifying Party in respect of proposed settlements, the Indemnified Party shall have the right to employ its own counsel with respect to any Asserted Liability, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the employment of such counsel at the expense of the Indemnifying Party shall have been authorized in writing by the Indemnifying Party in connection with the defense of such action, or (ii) such Indemnifying Party shall not have, as provided above, promptly employed counsel reasonably satisfactory to the Indemnified Party to take charge of the defense of such action. The Indemnified Party, at its own cost, may employ separate counsel to assert, based on an opinion of counsel, one or more legal defenses available to it which are different from or additional to those available to such Indemnifying Party; the Indemnifying Party shall not have the right to direct the defense of such action on behalf of the Indemnified Party in respect of such different or additional defenses. If the Indemnifying Party chooses to defend any claim, the Indemnified Party shall make available to the Indemnifying Party any books, records, or other documents within its control that are necessary or appropriate for such defense.

(b) Notwithstanding the provisions of Section 6.03(a), neither the Indemnifying Party nor Indemnified Party may settle or compromise any claim for which indemnification has been sought and is available hereunder, over the reasonable objection of the other; provided, however, that consent to settlement or compromise shall not be unreasonably withheld or delayed and provided further that such settlement or compromise does not admit liability of or impose any obligations on the Indemnified Party. If, however, the Indemnified Party refuses to consent to a bona fide offer of settlement, which does not include an admission of liability or impose any obligations on the Indemnified Party, and which the Indemnifying Party wishes to accept, the Indemnified Party may continue to pursue such matter, free of any participation by the Indemnifying Party, at the sole expense of the Indemnified Party. In such event, the obligation of the Indemnifying Party to the Indemnified Party shall be equal to the lesser of (i) the amount of the offer of settlement which the Indemnified Party refused to accept plus the costs and expenses of the Indemnified Party prior to the date the Indemnifying Party notified the Indemnified Party of the offer of settlement, and (ii) the actual out-of-pocket amount the Indemnified Party is obligated to pay as a result of the Indemnified Party's continuing to pursue such matter.

6.04 Limitations on Indemnification. Buyer shall make no claim against Seller or Oxford for indemnification under this Article VI unless and until the aggregate amount of such claims against the Sellers exceeds Twenty Five Thousand Dollars (\$25,000) (the "Deductible"), in which event the Buyer may claim indemnification for the amount of all such claims in excess of the Deductible. Notwithstanding anything to the contrary contained herein, in no event shall the aggregate liability of Seller or Oxford under this Article VI for losses suffered or incurred by Buyer exceed Two Hundred Fifty Thousand Dollars (\$250,000), except in cases of fraud or intentional misrepresentation.

ARTICLE VII MISCELLANEOUS

7.01 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next Business Day delivery, with written verification of receipt. All communications hereunder shall be delivered to the respective parties at the following addresses (or to such other person or at such other address for a party as shall be specified by like notice, provided that notices of a change of address shall be effective only upon receipt thereof):

If to Buyer, to:

Advantage Insights, LLC
65 Gadsden St.

Charleston, SC 29401
Attention: Adam Witty, CEO
E-mail: awitty@advantageww.com

with a copy (that shall not be considered notice for the purposes provided for herein) to:

Seyfarth Shaw LLP
975 F St. NW
Washington, DC 20004
Attention: Andrew J. Sherman, Esq.
E-mail: asherman@seyfarth.com

If to Seller or Oxford, to:

Oxford Entrepreneurs, Inc.
1266 West Paces Ferry Road, Suite 253
Atlanta, GA 30327
Attn: Cliff Oxford, CEO
E-mail: cliff@oxfordcenter.com

with a copy (that shall not be considered notice for the purposes provided for herein) to:

Taylor English Duma LLP
1600 Parkwood Circle
Suite 200
Atlanta, GA 30339
Attention: George C. Gaskin
E-mail: ggaskin@taylorenghish.com

7.02 Amendments; No Waivers.

(a) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Buyer, Seller and Oxford, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

7.03 Expenses. Except as otherwise expressly provided herein, all costs, fees, and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost, fee, or expense.

7.04 Assignment; Parties in Interest. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and thereto and their permitted successors and assigns. Neither Buyer, Seller nor Oxford may assign, delegate, or otherwise

transfer any of its or his rights or obligations under this Agreement without the written consent of the other parties hereto or thereto, except that Buyer may grant a security interest in its rights under this Agreement to its lender(s) as security for Buyer's obligations to such lender(s) (and such lender(s) may exercise its/their rights and remedies with respect to such security interest). Nothing herein shall prohibit Buyer from assigning or selling any of the Transferred Assets or the Oxford Brenau Stock on or after the Closing Date, including, without limitation, any assignment of Buyer's rights under this Agreement.

7.05 Governing Law; Agreement to Arbitrate. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Georgia. The state and federal courts located in Fulton County, Georgia shall be the exclusive venue for any action brought by either party under this Agreement.

7.06 **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

7.07 Attorneys' Fees. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court (including costs, expenses, and fees on any appeal). The prevailing party shall be entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment.

7.08 Remedies. Except as otherwise expressly provided herein, any and all remedies herein expressly conferred upon a party hereunder shall be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law or equity on such party, and the exercise of any one remedy shall not preclude the exercise of any other. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction.

7.09 Entire Agreement. This Agreement, the Ancillary Agreements, and the Disclosure Schedules and Exhibits hereto and thereto and all letter agreements duly executed and delivered by authorized officers of the parties after the date hereof in connection herewith constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other prior agreements, understandings, and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement (including, without limitation, that certain letter of intent dated March 27, 2018).

7.10 Captions. The section and article captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

7.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7.12 Severability. This Agreement shall be deemed severable; the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of this Agreement or of any other term hereof and the application of such invalid or unenforceable provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and enforced to the fullest extent permitted by Law.

7.13 Disclosure Schedules. Nothing in the Disclosure Schedules shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Schedule identifies the exception with particularity. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item in the Disclosure Schedules shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item). Disclosure in one section of the Disclosure Schedules shall only apply to that section of the Disclosure Schedules, and the corresponding representation or warranty, and shall not be deemed to modify or be applicable to any other section of the Disclosure Schedules or to any other representation or warranty under this Agreement (unless specifically cross-referenced or disclosed as such).

7.14 Joint Drafting. This Agreement shall be deemed to have been drafted jointly by the parties hereto and no presumption or rules of construction based upon drafting this Agreement shall be made in any legal proceedings arising in relation hereto.

Further Assurances. At any time and from time to time at or after the Closing, the parties agree to (i) cooperate with each other to execute and deliver such other documents, instruments of transfer or assignment, files, books, and records and do all such further acts and things as may be reasonably required in order to vest or perfect in or to confirm, of record or otherwise, in the Buyer title to, and possession of, all of the property, rights, privileges, powers, immunities, and franchises of the Buyer and otherwise carry out the

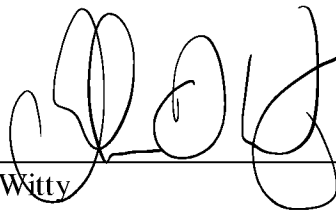
purposes of this Agreement; and (ii) act in good faith to consummate the transaction contemplated herein.

[Signatures on Next Page]

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

BUYER:

ADVANTAGE INSIGHTS, LLC

By:  _____
Adam Witty
CEO

SELLER:

OXFORD ENTREPRENEURS, INC.

By: _____
William Cliff Oxford
CEO

OXFORD:

William Cliff Oxford,

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

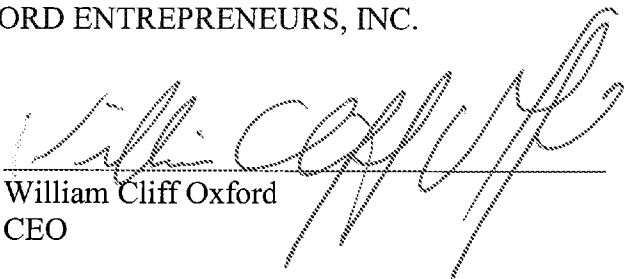
BUYER:

ADVANTAGE INSIGHTS, LLC

By: _____
Adam Witty
CEO

SELLER:

OXFORD ENTREPRENEURS, INC.

By: 
William Cliff Oxford
CEO

OXFORD:

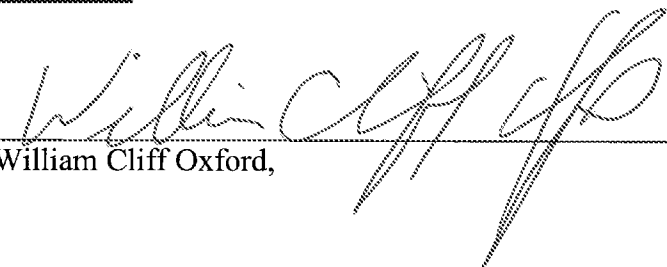

William Cliff Oxford,

EXHIBIT A

Form of Bill of Sale

BILL OF SALE

This BILL OF SALE (this "Bill of Sale"), dated as of April 6, 2018, is entered into by and between Advantage Insights, LLC, a South Carolina limited liability company ("Buyer"), and Oxford Entrepreneurs, Inc., a Georgia corporation ("Seller"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated as of even date herewith, by and among Buyer, Seller, and William Cliff Oxford (the "Purchase Agreement"), at the Closing, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer, and Buyer has agreed to accept from Seller, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of Seller's right, title and interest in, to and under the Transferred Assets.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, Buyer and Seller hereby agree as follows:

1. Effective as of the Closing, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Buyer, all of Seller's right, title and interest in, to and under all of the Transferred Assets, free and clear of all Encumbrances.

2. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Transferred Assets are incorporated herein by this reference. Buyer and Seller acknowledge that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded or deemed enlarged, limited, modified or altered in any way hereby, but shall remain in full force and effect to the full extent provided therein. If any conflict or inconsistency exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

3. This Bill of Sale shall bind and inure to the benefit of Buyer and Seller and their respective successors and permitted assigns.

4. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to any choice or conflict of laws principles that would give rise to the application of the substantive laws of any other jurisdiction.

5. If any term or other provision of this Bill of Sale is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of applicable Law or public policy, all other terms and provisions of this Bill of Sale shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, Buyer and Seller shall negotiate in good faith to modify this Bill of Sale so as to effect the original intent of Buyer and Seller under the Purchase Agreement as closely as possible to the fullest extent permitted by applicable Law or public policy in a mutually

acceptable manner to the end that the sale of the Transferred Assets is fulfilled to the fullest extent possible.

6. Following the Closing, each of Buyer and Seller shall, at its own expense, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Bill of Sale and the Purchase Agreement.

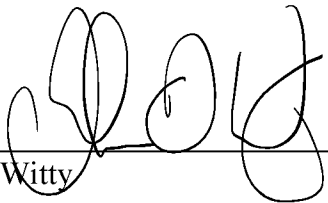
7. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but both of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Bill of Sale as of the date first written above.

ASSIGNEE:

ADVANTAGE INSIGHTS, LLC

By: 
Adam Witty
CEO

SELLER:

OXFORD ENTREPRENEURS, INC.

By: _____
William Cliff Oxford
CEO

IN WITNESS WHEREOF, the parties hereto have duly executed this Bill of Sale as of the date first written above.

ASSIGNEE:

ADVANTAGE INSIGHTS, LLC

By: _____
Adam Witty
CEO

SELLER:

OXFORD ENTREPRENEURS, INC.

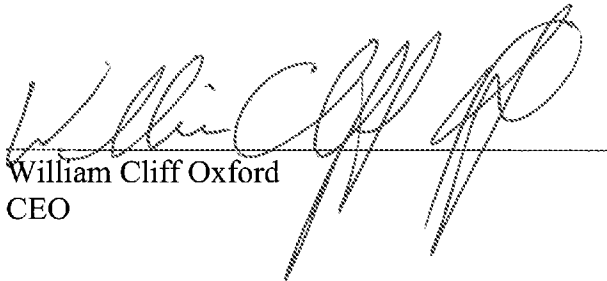
By:  _____
William Cliff Oxford
CEO

EXHIBIT B

Form of IP Assignment Agreement

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), dated as of April 6, 2018, (“Effective Date”), is made by and between Oxford Entrepreneurs, Inc., a Georgia corporation (“Seller”), and Advantage Insights, LLC, a South Carolina limited liability company (“Assignee”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignee is the purchaser of certain assets of Seller, pursuant to that certain Asset Purchase Agreement, dated as of even date herewith, by and among Seller, Assignee and William Cliff Oxford (the “Purchase Agreement”);

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has 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, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Seller’s right, title, and interest in and to the following (the “Assigned IP”):
 - a. the trademark registrations and applications 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 set forth on Exhibit B hereto and all issuances, extensions, and renewals thereof;
 - c. all rights of any kind whatsoever of Seller 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

2. Recordation. Assignor hereby authorizes 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.

3. Application of Terms of the Purchase Agreement. The relevant terms of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements, validity, modification, waiver, assignment, choice of law, jurisdiction and venue, confidentiality, construction and indemnities are incorporated herein by this reference as if set forth fully in this IP Assignment. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded by this IP Assignment but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement shall govern.

4. Further Assurances. Seller covenants and agrees, at its own expense, to execute and deliver, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule whether of the State of Georgia or any other jurisdiction.

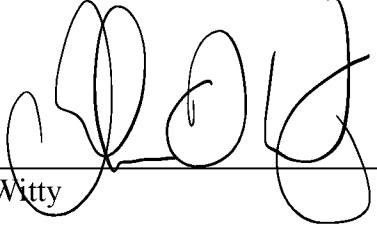
7. Counterparts. This IP Assignment may be executed in one or more counterparts, including by electronic .pdf, each of which shall be deemed an original and both of which, when taken together, shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment as of the date first above written.

ASSIGNEE:

ADVANTAGE INSIGHTS, LLC

By: 
Adam Witty
CEO

SELLER:

OXFORD ENTREPRENEURS, INC.

By: _____
William Cliff Oxford
CEO

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment as of the date first above written.

ASSIGNEE:

ADVANTAGE INSIGHTS, LLC

By: _____
Adam Witty
CEO

SELLER:

OXFORD ENTREPRENEURS, INC.


By: 
William Cliff Oxford
CEO

EXHIBIT A
TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	APPLICATION NUMBER

EXHIBIT B
COPYRIGHTS

See attached.

EXHIBIT C

Form of Seller Promissory Note

PROMISSORY NOTE

\$800,000

As of April 6, 2018

FOR VALUE RECEIVED, the undersigned, **ADVANTAGE INSIGHTS, LLC** a South Carolina limited liability company (the "Borrower"), promises to pay to the order of Oxford Entrepreneurs, Inc. a Georgia corporation (the "Lender"), the principal sum of Eight Hundred Thousand Dollars (\$800,000) (the "Principal Amount") together with all accrued interest thereon as provided in this Promissory Note (the "Note"). This Note is being executed in connection with that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), pursuant to which Borrower is purchasing substantially all of the assets of the Lender.

1. Definitions.

(a) "Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.

(b) "Event of Default" has the meaning set forth in Section 6.

(c) "First Payment Date" means June 30, 2018.

(d) "Force Majeure Event" means an event beyond the control of the Borrower or the Lender, which prevents Borrower from complying with any of its obligations under this Note, including but not limited to:

(i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);

(ii) war (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; or

(iii) acts of terrorism;

(e) "Governmental Authority" means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of, or pertaining to, government.

(f) "Interest Rate" has the meaning set forth in Section 2(a).

(g) "Law" as to any Person, means any law (including common law), statute, ordinance, treaty, rule, regulation, policy or requirement of any Governmental Authority and authoritative interpretations thereon, whether now or hereafter in effect, in each case, applicable to or binding on such Person or any of its properties or to which such Person or any of its properties is subject.

(h) "Maturity Date" means, as defined in Section 2(a), December 31, 2020.

(i) “Quarterly Payment” has the meaning set forth in Section 3(a).

(j) “Person” means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, Governmental Authority or other entity.

2. Interest.

(a) From and after the date hereof and continuing until the date thirty (30) months from the First Payment Date (the “Maturity Date”), simple interest shall be charged on the principal balance of this Note at an annual interest rate of four and 3,071/10,000 percent (4.3071%) (the “Interest Rate”). The total amount payable pursuant to this Note inclusive of principal and interest is Eight Hundred Fifty-Seven Thousand Five Hundred Dollars and 00/100 (857,500.00).

(b) If at any time and for any reason whatsoever, the interest rate payable on the Principal Amount shall exceed the maximum rate of interest permitted to be charged by the Lender to the Borrower under applicable Law, such interest rate shall be reduced automatically to the maximum rate of interest permitted to be charged under applicable Law.

3. Payments

(a) Commencing on the First Payment Date and continuing until the Maturity Date, the Borrower shall make quarterly payments, in the amounts set forth on Schedule A hereto (each a “Quarterly Payment”). The amount of each Quarterly Payment shall be due and payable on the last day of each successive calendar quarter until the Maturity Date.

(b) Each Quarterly Payment shall be payable in lawful money of the United States and in immediately available funds. All payments received hereon shall be applied, first to the payment of any fees or charges outstanding hereunder, second to accrued interest, and third to the payment of the principal amount outstanding under the Note. All payments hereunder shall be made without offset, demand, counterclaim, deduction, abatement, defense or recoupment, each of which the Borrower hereby waives. Acceptance by the Lender of any payment in an amount less than the amount then due under this Note shall be deemed an acceptance on account only, notwithstanding any notation on or accompanying such partial payment to the contrary, and shall not in any way (a) waive or excuse the existence of an Event of Default (as hereinafter defined), (b) waive, impair or extinguish any right or remedy available to the Lender hereunder or (c) waive the requirement of punctual payment and performance or constitute a novation in any respect.

(c) The aggregate unpaid Principal Amount, all accrued and unpaid interest and all other amounts payable under this Note shall be due and payable on the Maturity Date.

(d) The Borrower may prepay the Note in whole or in part at any time; provided, however, that no such prepayment shall reduce the Borrower’s obligation to pay the Lender the Quarterly Payments totaling \$857,500.00.

(e) Whenever any payment to be made hereunder shall be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension will be taken into account in calculating the amount of interest payable under this Note.

4. Events of Default. The occurrence and continuance of any of the following shall constitute an Event of Default hereunder:

(a) *Failure to Pay.* The Borrower fails to make any Monthly Payment or pay any other amounts due hereunder and such failure continues for 10 Business Days after written notice by the Lender to the Borrower.

(b) *Breach of Representations and Warranties.* Any representation or warranty made or deemed made by the Borrower to the Lender pursuant to the Purchase Agreement is incorrect in any material respect on the date as of which such representation or warranty was made or deemed made.

(c) *Bankruptcy.*

(i) the Borrower commences any case, proceeding or other action (i) under any existing or future Law relating to bankruptcy, insolvency, reorganization or other relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts or (ii) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Borrower makes a general assignment for the benefit of its creditors;

(ii) there is commenced against the Borrower any case, proceeding or other action of a nature referred to in Section 4(c)(i) above which (i) results in the entry of an order for relief or any such adjudication or appointment or (ii) remains undismissed, undischarged or unbonded for a period of 30 days;

(iii) there is commenced against the Borrower any case, proceeding or other action seeking issuance of a warrant of attachment, execution or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which has not been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof;

(iv) the Borrower takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in Section 4(c)(i), Section 4(c)(ii) or Section 4(c)(iii) above; or

(v) the Borrower is generally not, or is unable to, or admits in writing its inability to, pay its debts as they become due.

5. Acceleration and Default Interest.

(a) Upon an Event of Default, the Lender may accelerate the Maturity Date and the entire principal balance hereof, all accrued and unpaid interest thereon, and all other applicable fees, costs, charges and other amounts, if any, shall at once become due and payable.

(b) Following the occurrence and during the continuance of an Event of Default, the Borrower shall pay additional interest on the outstanding principal balance of this Note in an amount equal to two percent (2%) per month ("Default Interest"), and all outstanding obligations

under this Note, shall continue to accrue interest at such additional interest rate from the date of such Event of Default until the date such Event of Default is cured or waived.

6. Force Majeure. Notwithstanding anything in this Note, the Borrower shall not be considered in breach of this Note and there shall not have occurred an Event of Default to the extent that performance of the Borrower's obligations (including payment obligations) is prevented by a Force Majeure Event that arises after the Effective Date.

(a) In the event the Borrower is prevented from carrying out its obligations hereunder, the Borrower shall give notice to the Lender of a Force Majeure Event upon it being foreseen by, or becoming known to, the Borrower, and shall bear the burden of proving to the Lender that (i) a Force Majeure Event occurred, and (ii) such occurrence will prevent the Borrower from carrying out its obligations hereunder.

(b) If and to the extent that the Borrower is prevented from making payments due hereunder due to a Force Majeure Event, the Borrower shall be relieved of its obligations to make payments hereunder for a period of time to be agreed upon by the Borrower and the Lender (the "Grace Period"), but shall endeavor to continue to perform its obligations under this Note so far as reasonably practicable. The Maturity Date shall be extended by a period of time equal to the Grace Period.

7. Miscellaneous.

(a) *Subordination*. The indebtedness evidenced by this Note is hereby expressly subordinated in right of payment to any present and future indebtedness of Lender to banks, equipment lessors and other financial institutions.

(b) *Waiver of Jury Trial*. THE LENDER, THE BORROWER AND ANY OTHER PARTY LIABLE HEREON IN ANY CAPACITY, WHETHER AS ENDORSER, SURETY, GUARANTOR, OR OTHERWISE, EACH WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THE NOTE AND/OR THE CONDUCT OF THE RELATIONSHIP BETWEEN THE LENDER, THE BORROWER AND/OR ANY OTHER PARTY LIABLE HEREON IN ANY CAPACITY, WHETHER AS ENDORSER, SURETY, GUARANTOR, OR OTHERWISE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE BORROWER, AND THE BORROWER HEREBY REPRESENTS THAT NO ORAL OR WRITTEN STATEMENTS HAVE BEEN MADE BY ANY PARTY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS STATED EFFECT. THE BORROWER FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL OF ITS CHOICE IN THE SIGNING OF THIS NOTE AND IN THE MAKING OF THIS WAIVER AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL.

(c) *Cost and Expenses of Enforcement*. The Borrower promises to pay to the Lender on demand all costs and expenses incurred in connection with collection hereof or in the protection or realization of any collateral now or hereafter given as security for the repayment hereof, including court costs and reasonable attorneys' fees and expenses, whether or not suit is filed hereon, or

whether in connection with bankruptcy, insolvency or appeal, all of which shall be added to the principal due under this Note.

(d) *Lender's Rights and Remedies.* The failure of the Lender to exercise the option for acceleration of maturity, foreclosing, or either, following any Event of Default as aforesaid or to exercise any other option granted to it hereunder in any one or more instances, or the acceptance by the Lender of partial payments or partial performance, shall not constitute a waiver of any such Event of Default, but such options shall remain continuously in force. Acceleration of maturity, once claimed hereunder by the Lender, may at its option be rescinded by written acknowledgment to that effect but the tender and acceptance of partial payment or partial performance alone shall not in any way affect or rescind such acceleration of maturity. The rights, remedies and powers of the Lender as provided in this Note are cumulative and concurrent, and may be pursued singly, successively, or together against the Borrower at the sole discretion of the Lender.

(e) *Partial Invalidity.* In the event any one or more of the provisions contained in this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

(f) *Entire Agreement.* This Note may not be changed orally, but only by an agreement in writing signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

(g) *Governing Law.* This Note shall be governed in all respects by the laws of the State of Georgia and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Borrower hereby consents to be sued in an appropriate court in the State of Georgia in any action to enforce the provisions of this Note. The Borrower waives any objection to the venue of any action filed by the holder of this Note against the Borrower in any state or federal court in the State of Maryland and waives any claim of forum non conveniens or for transfer of any such action to any other court.

(h) *Notice.* Any notice, demand, request or other communication pursuant to this Note shall be deemed duly given if delivered pursuant to the notice provisions contained in the Purchase Agreement.

(i) *Lost Note.* Upon receipt of an affidavit of any of the Lender as to the loss, theft, destruction or mutilation of this Note or any other security document which is not of public record, and, in the case of any such loss, theft, destruction or mutilation, upon cancellation of this Note or other security document, the Borrower will issue, in lieu thereof, a replacement note or other security document in the same principal amount thereof and otherwise of like tenor.

(j) *Waiver of Demand.* The undersigned Borrower and all endorsers hereby waive presentment, demand, notice, protest, notice of intention to accelerate the indebtedness evidenced hereby, notice of acceleration of the indebtedness evidenced hereby and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Note, and assent to extensions of time of payment or forbearance or other indulgence without notice. No

acceptance of a past due installment, or other indulgence granted from time to time shall be construed: (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby, or as a waiver of such right of the Lender thereafter to insist upon strict compliance with the terms of this Note; or (ii) to prevent the exercise of any other right granted hereunder or by applicable law. No extension of the time for the payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note, shall operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part, unless the Lender agrees otherwise in writing.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed, sealed and delivered this Note effective as of the day and year first written above.

ADVANTAGE INSIGHTS, LLC

By: 
Name: Adam Witty
Title: CEO

Schedule A
Payment Schedule

Payment Date	Total Payment
6/30/18	\$64,500
9/30/18	\$64,500
12/31/18	\$64,500
3/31/19	\$83,000
6/30/19	\$83,000
9/30/19	\$83,000
12/31/19	\$83,000
3/31/20	\$83,000
6/30/20	\$83,000
9/30/20	\$83,000
12/31/20	\$82,999
TOTAL	\$857,500

Schedule A-1