

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312140

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advantage Waypoint LLC		07/25/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
Advantage Sales & Marketing LLC		07/25/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as collateral agent
Street Address:	901 Main St., 14th floor, TX1-492-14-11
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4546600	AWP BRANDVANTAGE
Registration Number:	3271825	ADVANTAGE SALES & MARKETING
Registration Number:	4242701	ASM 360
Registration Number:	3572056	EYECURVE
Registration Number:	3376780	HOMEMADE
Registration Number:	3807375	HOMEMADE MAGAZINE
Registration Number:	3358769	IN INTEGRATED
Registration Number:	2738332	IN INTEGRATED
Registration Number:	3107887	PROMOPOINT MARKETING
Registration Number:	3653406	SMARTEAM
Registration Number:	3771949	SPEED TO INSIGHT
Registration Number:	3778414	SPEED TO INSIGHT
Registration Number:	2808755	TRY-FOODS
Registration Number:	4170386	STOREBOARDMEDIA
Registration Number:	2031624	TRY-FOODS INTERNATIONAL
Registration Number:	3500161	YOUR CAUSE IS OUR CAUSE
Registration Number:	4502647	FRESH SPACE
Registration Number:	4502707	FRESH SPACE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4502650	TAKING MEDIA TO A WHOLE NEW PLACE
Serial Number:	86101592	ADVANTAGE FRESH
Serial Number:	77505447	STOREBOARD

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly Thomson Reuters/
DATE SIGNED:	07/29/2014

Total Attachments: 9

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EXECUTION VERSION

THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of July 25, 2014, is made by Advantage Waypoint LLC and Advantage Sales & Marketing LLC (the “**Grantors**”) in favor of Bank of America, N.A., as the Collateral Agent for the Secured Parties (as defined in the Credit Agreement) (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement, dated as of July 25, 2014, among the Grantors, the other grantors party thereto and the Collateral Agent (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantors’ right, title and interest in, to and under the Trademarks, including the trademark and service mark registrations and applications set forth on Schedule A attached hereto (the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be in-

cluded in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

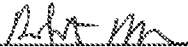
SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK

SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT
SHALL GOVERN AND CONTROL.


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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

ADVANTAGE SALES & MARKETING LLC

By: 
Name: Robert Murray
Title: Treasurer

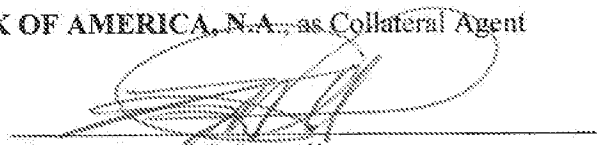
ADVANTAGE WAYPOINT LLC

By: 
Name: Robert Murray
Title: Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By:





Name: Henry C. Pennell
Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005331 FRAME: 0667

SCHEDULE A

Registrations:

Trademark	Owner	Serial No./Date Reg. No./Date
AWP BRANDVANTAGE (Stylized) 	Advantage Waypoint LLC	86/014046 7/18/13 4546600 6/10/14
ADVANTAGE SALES AND MARKETING	Advantage Sales & Marketing LLC	78/801507 1(a) filed 01/ 27/ 06 3271825 07/31/07
ASM 360	Advantage Sales & Marketing LLC	85/264346 3/11/2011 4242701 11/13/12
EYECURVE	Advantage Sales & Marketing LLC	77/505477 6/23/2008 3572056 2/10/09
	Advantage Sales & Marketing LLC	76/671926 1/29/07 3376780 02/05/08
HOMEMADE MAGAZINE	Advantage Sales & Marketing LLC	76/659513 5/3/2006 3807375 06/22/10
	Advantage Sales & Marketing LLC	77/140677 3/26/07 3358769 12/25/07

IN INTEGRATED	Advantage Sales & Marketing LLC	76/313107 9/10/2001 2738332 07/15/03
PROMOPOINT MARKETING	Advantage Sales & Marketing LLC	78/461667 8/4/2004 3107887 06/20/06
SMARTEAM	Advantage Sales & Marketing LLC	77/489069 6/2/2008 3653406 07/14/09
SPEED TO INSIGHT	Advantage Sales & Marketing LLC	77/003617 9/20/2006 3771949 04/06/10
SPEED TO INSIGHT	Advantage Sales & Marketing LLC	77/003640 9/20/2006 3778414 04 20 10
TRY-FOODS	Advantage Sales & Marketing LLC	78/219283 2/26/2003 2808755 01/27/04
STOREBOARD	Advantage Sales & Marketing LLC	77/505447 6/23/2008 3590477 3/17/09
STOREBOARD MEDIA (Color Logo)	Advantage Sales & Marketing LLC	85/339553 6/7/2011 4170386 7/10/2012
TRY-FOODS INTERNATIONAL	Advantage Sales & Marketing LLC	74/696902 7/13/1995 2031624 1/21/97 (Plan to let lapse)

YOUR CAUSE IS OUR CAUSE	Advantage Sales & Marketing LLC	78/799037 1/25/06 3500161 09/09/08
FRESH SPACE	Advantage Sales & Marketing LLC	85/769851 11/2/12 4502647 3/25/14
	Advantage Sales & Marketing LLC	85/779823 11/15/12 4502707 3/25/14
TAKING MEDIA TO A WHOLE NEW PLACE	Advantage Sales & Marketing LLC	85/770004 11/2/12 4502650 3/25/14

Applications:

Trademark	Owner	App No. Filing Date
ADVANTAGE FRESH	Advantage Sales & Marketing LLC	86/101592 10/25/13