

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westport Capital Partners LLC		10/28/2014	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Emigrant Bank,		
Street Address:	6 East 43rd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Savings Bank: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3293999	WCP	
Registration Number:	3478827		
Registration Number:	3921346	WESTPORT CAPITAL PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	25948-017		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
SIGNATURE:	/Jenifer deWolf Paine/		
DATE SIGNED:	10/28/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by and between Westport Capital Partners LLC, a Connecticut limited liability company (the “Pledgor”), and Emigrant Bank, as pledgee, assignee and secured party (in such capacities, the “Lender”).

Reference is made to (a) the Loan Agreement, dated as of October 28, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among WCP Holding Company, LLC, a Delaware limited liability company (the “Borrower”), the Lender and each of the other parties party thereto from time to time and (b) the Pledge and Security Agreement, dated as of October 28, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, each of the other pledgors identified therein and the Lender. The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement. The Pledgor is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Loan Agreement, as applicable. The interpretive provisions set forth in Section 1.02 of the Loan Agreement shall apply hereto, *mutatis mutandis*.

Section 2. Grant of Security Interest. To secure the prompt payment and performance, in full when due of the Obligations, the Pledgor hereby grants to the Lender, a security interest (the “Security Interest”) in all of the Pledgor’s right, title and interest in, to and under Collateral consisting of any Trademarks arising under the Laws of the United States now owned or at any time hereafter acquired by the Pledgor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law (the “Trademark Collateral”). The Pledgor authorizes and requests that the commissioner for Trademarks record this Agreement.

Section 3. Security Agreement. The Security Interest granted to the Lender herein is granted in furtherance, and not in limitation, of the security interests granted to the Lender pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Section 5. Termination. Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Trademark Collateral in a transaction permitted under the Loan Agreement, following a written request therefor, the Lender shall execute, acknowledge, and deliver to

the Pledgor (at the Pledgor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the applicable Trademark Collateral under this Agreement and take any other actions reasonably requested by the Pledgor to effect such release.


Section 6. GOVERNING LAW. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of law principles.

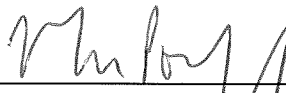
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


PLEDGOR:

WESTPORT CAPITAL PARTNERS LLC, a
Connecticut limited liability company

By: 
Name: Jordan Socaransky
Title: **Principal**

By: 
Name: Marc Porosoff
Title: **Principal and General Counsel**

Accepted and Agreed:
Emigrant Bank,
as Lender,

By: 
Name: Howard P. Weinstein
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005389 FRAME: 0258

Schedule I to Trademark Security Agreement

TRADEMARK REGISTRATIONS

Pledgor	Name of Trademark	Registration Number	Registration Date
WESTPORT CAPITAL PARTNERS LLC	“WCP”	3,293,999	SEPTEMBER 18, 2007
WESTPORT CAPITAL PARTNERS LLC	MISCELLANEOUS DESIGN (“W” FORMED FROM THE DISPOSITION OF TWO SEAGULLS)	3,478,827	AUGUST 5, 2008
WESTPORT CAPITAL PARTNERS LLC	“WESTPORT CAPITAL PARTNERS”	3,921,346	FEBRUARY 15, 2011