TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385136

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ON CAMPUS MARKETING, LLC		05/20/2016	Limited Liability Company: DELAWARE
CARE PACKAGES, LLC		05/20/2016	Limited Liability Company: DELAWARE
COLLEGIATE CARPETS, LLC		05/20/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	NXT CAPITAL, LLC, AS AGENT
Street Address:	191 NORTH WACKER DRIVE, 30TH FL
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4398488	ON CAMPUS MARKETING
Registration Number:	4415433	
Registration Number:	4419174	EXPERIENCED@EDU
Registration Number:	3213393	CAMPUSBEDDING.COM
Registration Number:	3072302	CAMPUS LINENS
Registration Number:	3139891	
Registration Number:	3133850	UNIVERSITAS VETIS OFFICE OF THE DIRECTOR
Registration Number:	2400034	COUCH POTATO
Registration Number:	2297875	OCM
Registration Number:	2070926	RESIDENCE HALL LINENS
Registration Number:	2100519	RESIDENCE HALL CARPETS
Registration Number:	2096782	DIPLOMADISPLAY

CH $315.00 4398488

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: 312.577.8574
Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	05/20/2016

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 20th day of May, 2016, by ON CAMPUS MARKETING, LLC, limited liability company, CARE PACKAGES, LLC, a Delaware limited liability company and COLLEGIATE CARPETS, LLC, a Delaware limited liability company (each, a "Grantor" and collectively, the "Grantors") in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, the Grantors, one or more of their respective affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of May 20, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to the Grantors (or one or more of their respective affiliates) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of May 20, 2016, among the Grantors, one or more of their respective affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), each Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by each Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ON CAMPUS MARKETING, LLC, a Delaware limited liability company

By: _____
Name: Anthony D. Cassano
Title: Secretary

CARE PACKAGES, LLC, a Delaware limited liability company

By: _____
Name: Anthony D. Cassano
Title: Secretary

COLLEGIATE CARPETS, LLC, a Delaware limited liability company

By: _____
Name: Anthony D. Cassano
Title: Secretary

TRADEMARK
REEL: 005798 FRAME: 0108

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: _____
Name: Brian Schleich
Title: Vice President

SCHEDULE 1

Trademark Registrations

Name of Owner	Trademark	Registration #	Registration Date
On Campus Marketing, LLC	ON CAMPUS MARKETING	4398488	9/10/13
On Campus Marketing, LLC	*Design Only*	4415433	10/8/13
On Campus Marketing, LLC	EXPERIENCED @ EDU	4419174	10/15/13
On Campus Marketing, LLC	CAMPUSBEDDING. COM	3213393	2/27/07
On Campus Marketing, LLC	CAMPUS LINENS	3072302	3/21/06
On Campus Marketing, LLC	*Design Only*	3139891	9/5/06
On Campus Marketing, LLC	UNIVERSITAS VESTIS OFFICE OF THE DIRECTOR	3133850	8/22/06
Care Packages, LLC	COUCH POTATO	2400034	10/31/00
On Campus Marketing, LLC	OCM	2297875	12/7/99
On Campus Marketing, LLC	RESIDENCE HALL LINENS	2070926	6/10/97
Collegiate Carpets, LLC	RESIDENCE HALL CARPETS	2100519	9/23/97
On Campus Marketing, LLC	DIPLOMADISPLAY	2096782	9/16/97