

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Noerr Programs		07/18/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Illinois Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3817091	BE MERRY!	
Registration Number:	1938289	KIDSPREE!!!	
Registration Number:	3817138	CREATE HOLIDAY MAGIC!	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7814		
Email:	ahergott@vedderprice.com		
Correspondent Name:	Anita Hergott		
Address Line 1:	222 N. LaSalle St.		
Address Line 2:	25th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40180000102		
NAME OF SUBMITTER:	Anita Hergott		
SIGNATURE:	/Anita Hergott/		
DATE SIGNED:	07/19/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 18th day of July, 2016 by THE NOERR PROGRAMS, a California corporation ("Grantor") in favor of The PrivateBank and Trust Company, as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Grantor and/or its affiliates have entered into a certain Credit Agreement dated as of November 30, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantor and/or its affiliates by the Lenders; and

WHEREAS, Grantor has entered into a certain Guaranty and Collateral Agreement dated as of November 30, 2015, as amended by that certain Reaffirmation of and Joinder to Guaranty and Collateral Agreement dated as of the date hereof (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Guaranty and Collateral Agreement), to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

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

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty 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 Guaranty and Collateral Agreement. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not

included as “Collateral” pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any “intent to use” trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) each trademark license to which Grantor is a party, together with all goodwill associated therewith; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license.

(Signature Page Follows)

(Signature Page to Trademark Security Agreement)

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

GRANTOR:

THE NOERR PROGRAMS, a California corporation

By: 


Name: Ed Warchol

Title: President

(Signature Page to Trademark Security Agreement)

Acknowledged:

THE PRIVATEBANK AND TRUST
COMPANY, as Administrative Agent

By: 

Kevin M. Harrington
Commercial Banking Officer

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Name of Owner	Trademark	Trademark Registration Number	Registration Date
The Noerr Programs	Be Merry!	3817091	7/13/2010
The Noerr Programs	Kidsprece!!!	1938289	11/28/1995
The Noerr Programs	Create Holiday Magic!	3817138	7/13/2010