

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2873749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT SECOND LIEN		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name			Execution Date
ADVANTAGE SALES & MARKETING LLC			05/23/2014
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Patent Number:	7941950		
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
<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>			
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NAME OF SUBMITTER:	KAREN S. COTTRELL		
SIGNATURE:	/Karen S. Cottrell/		
DATE SIGNED:	05/28/2014		
Total Attachments: 5			
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PATENT

EXECUTION VERSION

Second Lien Patent Security Agreement

Second Lien Patent Security Agreement, dated as of December 17, 2010, by ADVANTAGE SALES & MARKETING LLC, a California limited liability company (the "Pledgor"), in favor of CREDIT SUISSE AG, in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor are party to a Second Lien Security Agreement dated as of December 17, 2010 (the "Security Agreement") in favor of the Collateral Agent;

WHEREAS, on May 15, 2014 Pledgor notified the Collateral Agent that it has acquired additional Patent Collateral;

WHEREAS, the parties hereto desire to confirm the security interest of the Collateral Agent, for the benefit of the Secured Parties, in such Patent Collateral by the execution and delivery of this Second Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien and mortgage on and security interest in all of the right, title and interest of the Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time:

(a) any and all Patents of the Pledgor, including those listed on Schedule I attached hereto; and

(b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set

forth herein. In the event that any provision of this Second Lien Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise reasonably determine with the consent of the Pledgor, which consent shall not be unreasonably delayed or withheld.

SECTION 4. Termination/Release. As and when the Lien arising under the Security Agreement with respect to any Patent is terminated or released in accordance with Section 11.4 of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Patent under this Second Lien Patent Security Agreement.

SECTION 5. Counterparts. This Second Lien Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Second Lien Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

ADVANTAGE SALES & MARKETING LLC

By: 


Name: Brian Stevens

Title: Chief Financial Officer

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Collateral Agent

By: 
Name: DOREEN BARR
Title: AUTHORIZED SIGNATORY

By: 
Name: ALEX VERDONE
Title: AUTHORIZED SIGNATORY

[Signature Page to Second Lien Patent Security Agreement]

SCHEDULE I
to
SECOND LIEN PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

Patent	Current Owner	Number	Registration Date
FOLDABLE, IN-STORE ADVERTISING COVER FOR SECURITY SYSTEM	Advantage Sales & Marketing LLC	Patent No. 7941950	May 17, 2011

Patent Applications:

None.