

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391819

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MWW Group LLC		07/15/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	695 Route 46 West		
<b>Internal Address:</b>	Suite 101		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07004-1592		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4415361	MATTER MORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128366309		
<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>			
<b>Phone:</b>	2128367016		
<b>Email:</b>	kara.neaton@kayescholer.com, tmdocketing@kayescholer.com		
<b>Correspondent Name:</b>	Kara Neaton		
<b>Address Line 1:</b>	250 West 55th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10019-9710		
<b>NAME OF SUBMITTER:</b>	Kara Neaton		
<b>SIGNATURE:</b>	/kara neaton/		
<b>DATE SIGNED:</b>	07/18/2016		
<b>Total Attachments: 4</b>			
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**TRADEMARK SECURITY AGREEMENT**

WHEREAS, MWW Group LLC, a Delaware limited liability company (herein referred to as the “Grantor”), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor, as a borrower, and JPMorgan Chase Bank, N.A., a New York banking corporation, as lender (referred to herein as the “Grantee”), are parties to a Credit Agreement, dated as of December 31, 2010 (as amended, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantor and the Grantee entered into a Security Agreement, dated as of December 31, 2010 (as amended or otherwise modified prior to the date hereof, the “Security Agreement”);

WHEREAS, the Grantor is obligated to the Grantee for the payment and performance of the Obligations (as defined in the Security Agreement); and

WHEREAS, the Grantor has agreed to grant the security interest to Grantee in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the “Collateral”), to secure the payment, performance and observance of the Obligations;

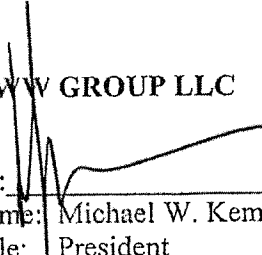
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby 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.

Grantee’s address is JPMorgan Chase Bank, N.A., 695 Route 46 West, Suite 101, Fairfield, New Jersey 07004-1592.

IN WITNESS WHEREOF, Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 15<sup>th</sup> day of July, 2016.

**MWW GROUP LLC**

By:   
Name: Michael W. Kempner  
Title: President

Acknowledged and agreed to as of  
The date first above written:

**JPMORGAN CHASE BANK, N.A.**

By: \_\_\_\_\_  
Name: Michael A. Fondacaro  
Title: Authorized Officer

[Signature Page to the MWW Trademark Agreement]

**TRADEMARK**  
**REEL: 005836 FRAME: 0107**

IN WITNESS WHEREOF, Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 15<sup>th</sup> day of July, 2016.

**MWW GROUP LLC**

By: \_\_\_\_\_  
Name: Michael W. Kempner  
Title: President

Acknowledged and agreed to as of  
The date first above written:

**JPMORGAN CHASE BANK, N.A.**

By: \_\_\_\_\_  
Name: Michael A. Fondacaro  
Title: Authorized Officer

[Signature Page to the MWW Trademark Agreement]

**TRADEMARK**  
**REEL: 005836 FRAME: 0108**

**SCHEDULE 1**  
**TRADEMARKS**

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
MATTER MORE	10/08/2013	4,415,361