

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320288

<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>
DMI GC HOLDINGS, LLC		10/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRIANGLE MEZZANINE FUND, LLLP		
<b>Street Address:</b>	3700 GLENWOOD AVE., SUITE 530		
<b>City:</b>	RALEIGH		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27612		
<b>Entity Type:</b>	LIMITED LIABILITY LIMITED PARTNERSHIP: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4367080	INTELECLOSE	
<b>Registration Number:</b>	3180464	DONOR DIALOGUE	
<b>Registration Number:</b>	3061375	PREFERENCE MARKETING	
<b>Registration Number:</b>	3733929	YDONATE	
<b>Registration Number:</b>	3540013	DONOR DIALOGUE RECRUITING DONORS FOR LIF	
<b>Registration Number:</b>	3536801	RECRUITING DONORS FOR LIFE	
<b>Registration Number:</b>	3825650	DRM TOUCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198216800		
<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>	919-821-1220		
<b>Email:</b>	gcollins@smithlaw.com		
<b>Correspondent Name:</b>	GRACE S. COLLINS		
<b>Address Line 1:</b>	150 FAYETTEVILLE ST., SUITE 2300		
<b>Address Line 4:</b>	RALEIGH, NORTH CAROLINA 27601		
<b>ATTORNEY DOCKET NUMBER:</b>	11874.166		
<b>NAME OF SUBMITTER:</b>	Grace S. Collins		
<b>SIGNATURE:</b>	/s/ Grace S. Collins		

OP \$190.00 4367080

<b>DATE SIGNED:</b>	10/16/2014
---------------------	------------

**Total Attachments: 6**

- source=Triangle - DMI GC Holdings, LLC - Trademark Security Agreement#page1.tif
- source=Triangle - DMI GC Holdings, LLC - Trademark Security Agreement#page2.tif
- source=Triangle - DMI GC Holdings, LLC - Trademark Security Agreement#page3.tif
- source=Triangle - DMI GC Holdings, LLC - Trademark Security Agreement#page4.tif
- source=Triangle - DMI GC Holdings, LLC - Trademark Security Agreement#page5.tif
- source=Triangle - DMI GC Holdings, LLC - Trademark Security Agreement#page6.tif

**This Loan Document and the indebtedness evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement (the “Subordination Agreement”) dated as of October 15, 2014 among DialogDirect, Inc., a Delaware corporation, NOVO 1 Holdings, Inc., a Delaware corporation, GC Shore Holdings, LLC, a Delaware limited liability company, Budco Holdings Inc., a Michigan corporation, DMI GC Holdings, LLC, a Delaware limited liability company, Access Plus Paging, Inc., a Wisconsin corporation, NOVO 1, Inc., a Montana corporation, NOVO 1 of Nevada, Inc., a Nevada corporation, NOVO 1, Inc., a Delaware corporation, Fort Worth – NOVO 1, LLC, a Wisconsin limited liability company, Brian Unlimited Distribution Company, a Michigan corporation, Budco Business to Business, Inc., Michigan corporation, Budco East Coast LLC, a Michigan limited liability company, Insurance Dialogue Agency LLC, a Michigan limited liability company, GC Allegra, LLC, a Delaware limited liability company and DialogDirect, LLC, a Delaware limited liability company, Triangle Mezzanine Fund LLLP, each other Subordinated Creditor party thereto, and General Electric Capital Corporation, as agent, to the Senior Indebtedness (as defined in the Subordination Agreement); and each holder of this Loan Document, by its acceptance hereof, shall be bound by the provisions of the Subordination Agreement.**

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 15, 2014, is made by DMI GC Holdings, LLC, a Delaware limited liability company (the “Grantor”), in favor of Triangle Mezzanine Fund, LLLP, a North Carolina limited liability limited partnership (“TMF”), as collateral agent (the “Collateral Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 15, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and TMF, as Collateral Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their

respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Collateral Agent and the Lenders as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that the foregoing grant of security interest will only cover United States "intent-to-use" trademark applications for which a verified statement of use or an amendment to allege use has been filed with and accepted by the United States Patent and Trademark Office;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of North Carolina.

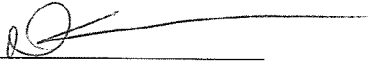
Section 7. Subordination Agreement. Notwithstanding anything herein or in the Guaranty and Security Agreement to the contrary, the terms and conditions of this Trademark Security Agreement are subject to the terms and conditions of the Subordination Agreement. In the event of any conflict between the terms and conditions of this Trademark Security Agreement and the terms, conditions and provisions of the Subordination Agreement, the terms, conditions and provisions of the Subordination Agreement shall control. The rights and remedies of the Collateral Agent under this Agreement will be subject to the terms, conditions and provisions of the Subordination Agreement.

*[Remainder of page intentionally left blank; signature page follows]*

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

Very truly yours,

**DMI GC HOLDINGS, LLC**, a Delaware limited liability company  
as Grantor

By: 

Name: Douglas S. Kearney

Title: President, Secretary and Treasurer

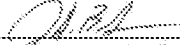
*[TCAP/Dialogue – Trademark Security Agreement (DMI Holdings)]*

ACCEPTED AND AGREED  
as of the date first above written:

**TRIANGLE MEZZANINE FUND, LLLP**  
as Collateral Agent

By: New Triangle GP, LLC  
Its: General Partner

By: Triangle Capital Corporation  
Its: Manager

By:   
Name: *John A. B. Jones*  
Title: *Vice President*

*{TCAP/Dialogue -- Trademark Security Agreement (DMI Holdings)}*

**TRADEMARK**  
**REEL: 005382 FRAME: 0408**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
INTELECLOSE	4367080	July 16, 2013
DONOR DIALOGUE	3180464	December 5, 2006
PREFERENCE MARKETING	3061375	February 21, 2006
YDONATE	3733929	January 5, 2010
DONOR DIALOGUE RECRUITING DONORS FOR LIFE & Design	3540013	December 2, 2008
RECRUITING DONORS FOR LIFE	3536801	November 25, 2008
DRM TOUCH	3825650	July 27, 2010

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.