Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (ex.p. 6/30/2005	U.S. DEPARTMENT OF COMMERC United States Patent and Tradomark Office			
	ORM COVER SHEET			
	ARKS ONLY			
Name of conveying party(ies)/Execution Date(s):	se record the attached documents or the new address(es) below. 2. Name and address of receiving party(ies)			
<u>LITL LLC</u>	Additional names, addresses, or citizenship attached?			
	Name: Wells Fargo Capital Finance, LLC			
☐ Individual(s) ☐ Association	Internal Address:			
☐General Partnership ☐Limited Partnership	Street Address: One Boston Place, 18th Floor			
☐Corporation-State ☑Limited Liability Company	City: Boston			
Citizenship: DE	State: MA			
Execution Date(s) June 17, 2015	Country: USA Zip: 02108			
Additional names of conveying parties attached? □Yes ⊠No	2.ip. <u>d2.106</u>			
	Association Citizenship: <u>USA</u>			
3. Nature of conveyance:	☐ General Partnership Citizenship:			
☐ Assignment ☐ Merger	Limited Partnership Citizenship:			
☐ Security Agreement ☐ Change of Name	☐ Corporation Citizenship;			
☑ Other Amendment No. 1 to Trademark Security Agreement	☑ Other <u>Limited Liability Company</u> Citizenship: <u>DE</u>			
· •	If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No (Designations must be a separate document from assignment)			
4. Application number(s) or registration number(s) and ident A. Trademark Application No.(s) See Attached Schedule 1	ification or description of the Trademark.			
The trade mark application No.(s) See Attached Scriedule 1	B. Trademark Registration No.(s) See Attached Schedule 1 Additional sheet(s) attached? Yes No			
C. Identification or Description of Trademark(s) (and Filing Date i	1310			
5. Name address of party to whom correspondence concerning document should be mailed: Name: Susan O'Brien	6. Total number of applications and registrations involved: 3			
Internal Address: CT Lien Solutions	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00 Authorized to be charged by credit card			
Street Address: 187 Wolf Road, Suite 101	☐ Authorized to be charged to deposit account ☐ Enclosed			
City: Albany	8. Payment Information:			
State: <u>NY</u> Zip: <u>12205</u>	a. Credit Card Last 4 Numbers 0974			
Phone Number: <u>800-342-3676</u>	Expiration Date ()			
Fax Number: 800-962-7049	b. Deposit Account Number			
Email Address: ds-udsalbany@wolterskluwer.com	Authorized User Name:			
9. Signature: Signature	June 22, 2015 Date Total number of pages including cover			
Joanne BL Arnold Name of Person Signing Documents to be recorded (including cover sheet	sheet, attachments, and document: 6			

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to.

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE I TO AMENDMENT NO. I TO TRADEMARK SECURITY AGREEMENT

List of Trademarks and Trademark Applications

3. (12-34) E-646 E-64	Spokstant Franklet	Assissataba date	Receivables National	Reseastion Date	Expercion Date
NO PHOTO LEFT BEHIND	8 5508743	01/04/2012	The control of the co		
EVERMORE	86352673	07/30/2014			***************************************
GOEVERMORE	86354032	07/31/2014	#		

3656148.4

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), made as of June 17th, 2015, by and between WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as successor to WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company ("Secured Party"), and LiTL LLC, a Delaware limited liability company with its chief executive office at 501 Boylston Street. Third Floor, Boston, Massachusetts 02116 ("Debtor"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Debtor and Secured Party are parties to the Trademark Security Agreement, dated January 7, 2010 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement") and recorded with the Trademark Division of the United States Patent and Trademark Office on February 4, 2010 at Reel/Frame 004143/0616;

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the additional trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and internet domain names registered or filed with the United States Patent and Trademark Office described in Schedule I hereto and made a part hereof (collectively, the "Additional Trademarks"); and

WHEREAS, Debtor is obligated to grant a security interest in and pledge all such Additional Trademarks and Additional Trademark Collateral (as hereinafter defined) to Secured Party, as provided by the terms and conditions of the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement. Schedule 1 to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the additional Trademark Collateral consisting of the Additional Trademarks and other Trademark Collateral related thereto (such

Additional Trademarks and Trademark Collateral related thereto being referred to herein as the "Additional Trademark Collateral").

- (b) All references to the term "Trademark Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademark Collateral and the other assets described in Section 2 of this Amendment.
- 2. <u>Confirmation of Grant of Security Interest</u>. Without limiting the grant of the security interest to Secured Party set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant of Trademark Collateral to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon the Additional Trademark Collateral.
- 3. <u>Representations, Warranties and Covenants</u>. All of the representations, warranties and covenants with respect to the Trademark Collateral set forth in the Trademark Security Agreement shall apply to the Additional Trademark Collateral and other assets described in Section 2 of this Amendment.
- 4. <u>Effect of this Amendment</u>. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Credit Agreement shall control.
- 5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

By:
Name:
Title:

WELLS FARGO CAPITAL FINANCE, LLC as Secured Party

By:	
Name:	toitoi
Title	

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

	TL LLC Debtor			
By:				
	Name:		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	Title:			

WELLS FARGO CAPITAL FINANCE, LLC

as Secured Party

Name:

Title:

Peter Schuebler Vice President