

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Pledge and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Footprint Acquisition LLC		07/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn, 22nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3390655	FF	
Registration Number:	3474515	FF FOOTPRINT RETAIL SERVICES	
Registration Number:	3383854	FOOTPRINT	
Registration Number:	3212025	PRISM	
Serial Number:	85877391	H BEACH HALLANDALE BEACH	
Serial Number:	85369549	RPM RETAIL PLANNING MANAGER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Andrea Gniadek		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Andrea Gniadek		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	07/08/2015		

OP \$165.00 3390655

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 6, 2015, is made by Footprint Acquisition LLC (the "Grantor") in favor of JPMorgan Chase Bank, N.A. (the "Lender"), on behalf of and for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 6, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Grantor as Borrower, the other Loan Parties and the Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Pledge 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 Lender to enter into the Credit Agreement and to induce the Lender to make extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement and the Pledge 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, hereby mortgages, pledges and hypothecates to the Lender on behalf of and for the benefit of the Secured Parties, and grants to the Lender on behalf of and 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 trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all goodwill of the business symbolized by each of the foregoing;
- (c) all licenses of each of the foregoing, whether as licensee or licensor;
- (d) all renewals of each of the foregoing;

(e) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including without limitation, damages, claims, and payments for past and future infringements thereof;

(f) all rights to sue for past, present and future infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(g) all rights corresponding to any of the foregoing throughout the world.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender on behalf of and for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and to the extent there is a conflict between this Trademark Security Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall govern and control.

Section 4. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the termination of the Pledge and Security Agreement in accordance with Section 8.14 of such Pledge and Security Agreement.

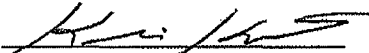
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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 Illinois.

[SIGNATURE PAGES FOLLOW]

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.

FOOTPRINT ACQUISITION LLC
as Grantor

By: 
Name: Kevin Kotche
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.
as Lender

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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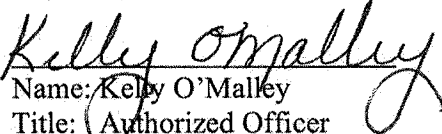
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FOOTPRINT ACQUISITION LLC
as Grantor

By: _____
Name: Kevin Kotche
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.
as Lender

By: 
Name: Kelly O'Malley
Title: Authorized Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005571 FRAME: 0338

ACKNOWLEDGMENT OF GRANTOR

State of Illinois)

ss.

County of DuPage)

The foregoing instrument was acknowledged before me this 6th day of July, 2015,
by Kevin Katsube, a Treasurer of
Footprint Acquisition LLC, on behalf of said Grantor.

Kelli L. Lord
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005571 FRAME: 0339

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Footprint Acquisition LLC	FF & Design	03/04/2008	3,390,655
Footprint Acquisition LLC	FF Footprint Retail Services & Design	07/29/2008	3,474,515
Footprint Acquisition LLC	Footprint	02/19/2008	3,383,854
Footprint Acquisition LLC	Prism	02/27/2007	3,212,025
Footprint Acquisition LLC	Prism Retail Services	Registered	Japan 3716342-00012 4977454

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Footprint Acquisition LLC	RSM Retail Solutions Manager	03/27/2013	85/877,391
Footprint Acquisition LLC	RPM Retail Planning Manager & Design	07/12/2011	85/369,549