

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brinkster Communications Corporation		03/24/2016	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Bregal Investments, Inc., as Collateral Agent		
Street Address:	277 Park Avenue, 29th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3777594	BRINKSTER	
Registration Number:	3690018	OP OVATION PHOTOGRAPHY	
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:	erobinson@hunton.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree St. NE Suite 4100		
Address Line 2:	c/o Hunton & Williams LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	84176.000004		
NAME OF SUBMITTER:	Erika Robinson		
SIGNATURE:	/ErikaRobinson/		
DATE SIGNED:	03/24/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of March 24, 2016, is made by **BRINKSTER COMMUNICATIONS CORPORATION**, a Virginia corporation (“**Grantor**”), to and for the benefit of **BREGAL INVESTMENTS, INC.**, as Collateral Agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein or in the Pledge and Security Agreement shall have the meanings ascribed thereto in the Credit Agreement or the Pledge and Security Agreement, as applicable), by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Bregal Investments, Inc., as Administrative Agent, Collateral Agent and Lead Arranger;

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, the Pledge and Security Agreement; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver to Collateral Agent this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the other Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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.

3. Authorization to Supplement. Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule 1 hereto to include any future United States registered Trademarks or applications therefor of Grantor, which become Trademarks or Trademark Licenses under the Pledge and Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.


4. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

5. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[Remainder of Page Intentionally Blank]


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

**BRINKSTER COMMUNICATIONS
CORPORATION**

By: 
Name: David Trapp
Title: Chief Executive Officer


ACCEPTED AND ACKNOWLEDGED BY:
COLLATERAL AGENT:

BREGAL INVESTMENTS, INC.

By: 
Name: Michelle S. Riley
Title: Secretary

By: 
Name: Ronald Fishman
Title: Treasurer

SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS		
<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BRINKSTER	3777594	April 20, 2010
 OP Ovation PHOTOGRAPHY	3690018	March 17, 2009

TRADEMARK APPLICATIONS		
<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
None.		

TRADEMARK LICENSES		
<u>Title of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None.		