

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Competitor Group, Inc.		03/25/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86131557	1/2 OF THE HALF	
Serial Number:	86661898	FEED ZONE	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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>			
Phone:	202-739-5723		
Email:	carolyn.himmelfarb@morganlewis.com		
Correspondent Name:	Carolyn Himmelfarb		
Address Line 1:	1111 Pennsylvania Avenue, N.W.		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	107019-0012		
NAME OF SUBMITTER:	Carolyn Himmelfarb		
SIGNATURE:	/Carolyn Himmelfarb/		
DATE SIGNED:	04/05/2016		
Total Attachments: 5			
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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement"), effective as of March 25, 2016, is executed by **COMPETITOR GROUP, INC.**, a Delaware corporation having its principal office at 9477 Waples Street, Suite 150, San Diego, CA 92121 ("Grantor") in favor of **ARES CAPITAL CORPORATION**, a Maryland corporation, having its principal office at 245 Park Avenue, 44th Floor, New York, NY 10167, in its capacity as administrative agent (in such capacity, "Grantee") under the Credit Agreement (as defined below).

WHEREAS, pursuant to that certain Trademark Security Agreement (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of November 30, 2012 (the "Original Closing Date") by and among Grantor and Grantee, Grantor granted to Grantee a security interest in all of Grantor's right, title and interest in the Trademark Collateral (as defined in the Trademark Security Agreement), as security for Grantor's obligations under that certain Credit Agreement (as amended, amended and restated, supplemented or otherwise modified, including, without limitation, by the Amended and Restated Credit Agreement dated as of March 25, 2016, the "Credit Agreement"), dated as of the Original Closing Date, by and among Grantor, as Borrower, the affiliates of Grantor party thereto as Guarantors, Golub Capital Markets LLC (formerly known as GCI Capital Markets LLC), as Syndication Agent, and Grantee;

WHEREAS, since the Original Closing Date, Grantor has come to own the trademarks and service marks and the associated registrations and applications for registration listed on Exhibit A hereto (the "Marks"), together with the goodwill of the business associated with the Marks;

WHEREAS, through this Supplement, Grantor seeks to ratify, confirm and make a record of the grant of a security interest in the Marks and the goodwill associated with the Marks; and

WHEREAS, the parties hereto agree that this Supplement shall be a Loan Document under the Credit Agreement and shall, unless otherwise expressly indicated herein, be construed, administered and applied in accordance with the terms and provisions thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, Grantor acknowledges and confirms that it has granted to Grantee a security interest in all of Grantor's right, title and interest in the Marks and their associated goodwill, including without limitation, the right to sue for past, current, and future infringement, damages, lost profits, other costs, and injunctive relief.

Grantor also acknowledges and confirms that the rights and remedies of Grantee with respect to the grant of security interest in the Trademark Collateral confirmed by this Supplement are more fully set forth in the Security Agreement (as defined in the Trademark Security Agreement) and

the Trademark Security Agreement, each of which shall remain in full force and effect, and the terms and provisions of which are incorporated by reference in this Supplement.

The terms of Section 12.9 (“Governing Law”) and Section 12.13 (“Waiver of Jury Trial”) of the Credit Agreement are incorporate herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed as of the above-written date.

COMPETITOR GROUP INC., as Grantor

By: 

Name: Josh Furlow

Title: Chief Executive Officer and President

Acknowledged and agreed by:

ARES CAPITAL CORPORATION, as Grantee

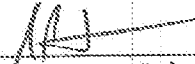
By: 
Name: *Jan F. Fitzgerald*
Title: *Authorized Signatory*

Exhibit A

Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Status	Country
1/2 OF THE HALF	86/131,557	11/27/2013	4,564,014	7/8/2014	Registered	United States of America
FEED ZONE	86/661,898	6/14/2015			Pending; Office Action Issued	United States of America

TRADEMARK

REEL: 005765 FRAME: 0669

RECORDED: 04/05/2016

Exhibit A-1