

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICR, LLC		06/24/2016	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	340 Madison Avenue, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86932991	ICR	
Serial Number:	86932947	WELCOME TO THE ARENA	
Serial Number:	86932919	WHEN YOU MEAN BUSINESS	
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>			
Phone:	212-238-3244		
Email:	ABECHTEL@EMMETMARVIN.COM		
Correspondent Name:	Ashley Bechtel		
Address Line 1:	120 Broadway, 32nd Floor		
Address Line 2:	c/o emmet Marvin & Martin LLP		
Address Line 4:	New York, NEW YORK 10271		
ATTORNEY DOCKET NUMBER:	F163971		
NAME OF SUBMITTER:	Ashley Bechtel		
SIGNATURE:	/Ashley Bechtel/		
DATE SIGNED:	06/28/2016		
Total Attachments: 2 source=2055_001#page2.tif			

OP \$90.00 86932991

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, ICR, LLC, a Connecticut limited liability company (the "Grantor"), is obligated to CITIZENS BANK, N.A. (the "Secured Party") under the Credit Agreement, dated as of June 17, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, and the Secured Party, and pursuant to which the Grantor has entered into the Security Agreement, dated as of June 24, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and between the Grantor, the subsidiaries of the Grantor from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 340 Madison Avenue, 22nd Floor, New York, New York 10173.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 24th day of June 2016.

ICR, LLC

By: 
Name: John Johnson
Title: Chief Operating Officer

Schedule 1
to
Grant of Security Interest (Trademarks)
by ICR, LLC
Dated as of June 24, 2016

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>	<u>FILING DATE</u>
ICR	86932991		March 8, 2016
WELCOME TO THE ARENA	86932947		March 8, 2016
WHEN YOU MEAN BUSINESS	86932919		March 8, 2016