

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM409595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUESPIRE, INC.		12/19/2016	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, as Agent		
Street Address:	38 FOUNTAIN SQUARE PLAZA, MD 10908F		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	NATIONAL BANKING ASSOCIATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4927263		
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: TANYA MARIE CURCIO		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		
DATE SIGNED:	12/20/2016		
Total Attachments: 5			
source=FIRST AMENDMENT TO THIRD AMENDED AND RESTATED TMSA-BLUESPIRE#page1.tif			
source=FIRST AMENDMENT TO THIRD AMENDED AND RESTATED TMSA-BLUESPIRE#page2.tif			
source=FIRST AMENDMENT TO THIRD AMENDED AND RESTATED TMSA-BLUESPIRE#page3.tif			
source=FIRST AMENDMENT TO THIRD AMENDED AND RESTATED TMSA-BLUESPIRE#page4.tif			

CH \$40.00 4927263

**FIRST AMENDMENT
TO
THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of December 19, 2016 (the "Effective Date"), by and between **BLUESPIRE, INC.**, a Minnesota corporation, whose principal place of business and mailing address is 7650 Edinborough Way, Suite 500, Edina, MN 55435 ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation ("Agent"), as Agent for the benefit of the Secured Creditors (as defined in the Trademark Security Agreement, which is defined below), and is as follows:

Preliminary Statements

A. Debtor, the other Borrowers party thereto, the LC Issuers and Lenders party thereto, and Agent entered into that certain Fifth Amended and Restated Credit Agreement dated as of June 30, 2015 (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement"). As of the date hereof, Debtor, the other Borrowers party thereto, the LC Issuers and Lenders party thereto, and Agent are entering into a Forbearance Agreement and Amendment to Fifth Amended and Restated Credit Agreement (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Forbearance Agreement").

B. In connection with the Credit Agreement, Debtor executed and delivered to Agent, for the benefit of the Secured Creditors, the Third Amended and Restated Trademark Security Agreement dated as of June 30, 2015 (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement or the Credit Agreement, as applicable.

C. It is a condition precedent to the obligation of Agent, the LC Issuers and the Lenders to enter into the Forbearance Agreement and to continue to extend credit accommodations pursuant to the terms of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) that this Amendment be executed and delivered by Debtor to Agent.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Forbearance Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Debtor hereby agree as follows:

1. **Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the "Trademark Collateral" and the "Trademarks" (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement if not cured after any applicable notice and cure period under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Agent on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Agent on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens.

4. **One Agreement; References; Electronic Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

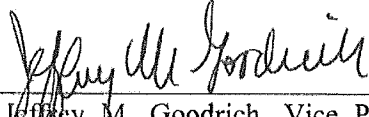
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles which would give effect to the laws of any State other than the State of Ohio).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

BLUESPIRE, INC.

By: 
Jeffrey M. Goodrich, Vice President, Secretary
and Treasurer

FIFTH THIRD BANK, as Agent

By: _____
Michael B. Barkey, Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(BLUESPIRE)

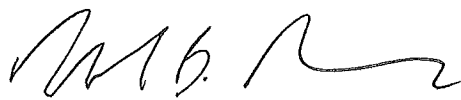
TRADEMARK
REEL: 005940 FRAME: 0198

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

BLUESPIRE, INC.

By: _____
Jeffrey M. Goodrich, Vice President, Secretary
and Treasurer

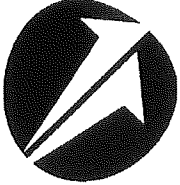
FIFTH THIRD BANK, as Agent

By:  _____
Michael B. Barkey, Vice President

SUPPLEMENT TO SCHEDULE I

TRADEMARKS

United States Trademarks:

Trademark	Registration Number	Registration Date
	Registration # 4,927,263	Registered – March 29, 2016