

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439293

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FIZZIOLOGY LLC		08/14/2017	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cantor Fitzgerald Securities, as Collateral Agent		
<b>Street Address:</b>	110 East 59th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Partnership: NEW YORK		
<b>Composed Of:</b>	<ul style="list-style-type: none"> <li>Cantor Fitzgerald Securities, as Collateral Agent, NEW YORK, General Partnership</li> </ul>		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4099033	FIZZIOLOGY	
<b>Registration Number:</b>	4099034	FIZZIOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448847		
<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>			
<b>Phone:</b>	404-443-5566		
<b>Email:</b>	ksaltrick@mcguirewoods.com		
<b>Correspondent Name:</b>	McGuireWoods LLP		
<b>Address Line 1:</b>	201 N. Tryon Street		
<b>Address Line 2:</b>	Attention: Laura Brickell		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Laura Brickell		
<b>SIGNATURE:</b>	/s/ Laura Brickell		
<b>DATE SIGNED:</b>	08/15/2017		
<b>Total Attachments: 5</b>			
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source=05 KMCAST - 2017 Second Lien Trademark Security Agreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 14, 2017, is made by Fizziology LLC, an Indiana limited liability company ("Grantor"), in favor of Cantor Fitzgerald Securities, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Note Purchase Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Second Lien Note Purchase Agreement, dated as of November 15, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Note Purchase Agreement"), by and among KMCAST Acquisition, Inc., a Delaware corporation (in its capacity as the initial borrower prior to the consummation of the Closing Date Acquisition, the "Initial Borrower" and, upon the consummation of the Closing Date Acquisition, "Holdings"), MarketCast Holdings, LLC, a Delaware limited liability company (known as "RLJ-MarketCast Holdings, LLC" immediately prior to the Closing Date Acquisition), in its capacity as the borrower by assignment and assumption upon the consummation of the Closing Date Acquisition (the "Borrower"), the other Credit Parties party thereto, the Purchasers from time to time party thereto and Cantor Fitzgerald Securities, as Collateral Agent for the Purchasers, the Purchasers agreed to purchase Notes from the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Joinder to Guaranty and Security Agreement dated as of the date hereof (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Joinder to Guaranty and Security Agreement") to that certain Guaranty and Security Agreement dated as of November 15, 2016, in favor of Collateral Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Note Purchase Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers to continue their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Collateral Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby grants to Collateral Agent 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 Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any “intent to use” Trademark applications for which a “statement of use” or “amendment to allege use” has not been filed (but only until such statement or amendment is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Note Purchase Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

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 New York.

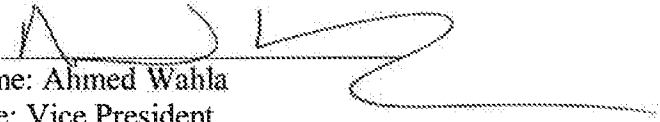
Section 7. Concerning the Collateral Agent. Cantor Fitzgerald Securities is entering into this Trademark Security Agreement solely in its capacity as the Collateral Agent pursuant to the Guaranty and Security Agreement and the Note Purchase Agreement and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities set forth in the Guaranty and Security Agreement and the Note Purchase Agreement as though fully set forth herein.

[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.

Very truly yours,

**FIZIOLOGY LLC,**  
as Grantor

By:   
Name: Ahmed Wahla  
Title: Vice President

ACKNOWLEDGED AND AGREED  
as of the date first above written:

**CANTOR FITZGERALD SECURITIES,**  
as Collateral Agent

By: \_\_\_\_\_

Name:  
Title: James Bond  
Chief Operating Officer



Signature Page to Trademark Security Agreement  
(Marked Copy)

**TRADEMARK**  
**REEL: 006129 FRAME: 0582**

SCHEDULE 1

Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
FIZZIOLOGY	United States	Fizziology LLC	4099033	February 14, 2012	Registered
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