

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TURNING POINT HOLDING COMPANY, LLC		01/24/2019	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	NEWSPRING MEZZANINE CAPITAL III, L.P.		
Street Address:	555 E. Lancaster Ave.		
Internal Address:	3rd Floor		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
Name:	NSM III CIV, L.P.		
Street Address:	555 E. Lancaster Ave.		
Internal Address:	3rd Floor		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2922972	TURNING POINT	
Registration Number:	5042785		
CORRESPONDENCE DATA			
Fax Number:	6103718506		
<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:	6099877050		
Email:	ejs@stevenslee.com		
Correspondent Name:	Elliott J. Stein		
Address Line 1:	100 Lenox Drive		
Address Line 2:	Suite 200		

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Address Line 4: Lawrenceville, NEW JERSEY 08648

NAME OF SUBMITTER: Elliott J. Stein

SIGNATURE: /varlawyer/

DATE SIGNED: 01/30/2019

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of January 24, 2019, is made by and between TURNING POINT HOLDING COMPANY, LLC, a New Jersey limited liability company (the “Grantor”), and NEWSRING MEZZANINE CAPITAL III, L.P., as administrative agent (in such capacity, “Administrative Agent”) for the ratable benefit of NEWSRING MEZZANINE CAPITAL III, L.P., a Delaware limited partnership (“NewSpring”), NSM III CIV, L.P., a Delaware limited partnership (“NSM”), and such other lenders that become a party to the Purchase Agreement (as hereinafter defined) from time to time (NewSpring, NSM, and such other lenders being each individually referred to herein as a “Lender” and, collectively, as the “Lenders”), having a business location at 555 E. Lancaster Ave., 3rd Floor, Radnor, Pennsylvania 19087. Capitalized terms used herein and not herein defined shall have the same meanings assigned to such terms in the Note Purchase Agreement (as defined below).

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Note Purchase Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of the Grantor’s right, title and interest in and to the registered copyrights listed on Exhibit A, including, without limitation, all renewals and extensions of the foregoing, and all products and proceeds of the foregoing, including the right to receive Royalties with respect to any of the foregoing, and the right to sue for any past, present or future infringement or violation thereof.

“Note Purchase Agreement” means the Senior Note Purchase Agreement, dated as of the date hereof, among Grantor, as a Borrower, the other Borrowers party thereto, the Administrative Agent, and the Lenders, as amended, restated, supplemented or otherwise modified from time to time.

“Patents” means all of the Grantor’s right, title and interest in and to the patents and applications for patents listed on Exhibit B, including, without limitation, all divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement or violation thereof.

“Royalties” means all royalties, fees, expense reimbursement and other amounts payable to Grantor.

“Security Agreement” means the Security Agreement, dated as of the date hereof, among Grantor, the other Borrowers party thereto, and Administrative Agent, as amended, restated, supplemented or otherwise modified from time to time.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Grantor’s right, title and interest in and to the registered or pending trademarks and service marks listed on Exhibit C, including, without limitation, the respective goodwill associated with any of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement, dilution or violation thereof.

2. Security Interest. To secure payment of the Obligations, the Grantor hereby grants to Administrative Agent, for its own benefit and for the ratable benefit of the Lenders, a continuing security interest in and lien upon (the “Security Interest”) the Copyrights, the Patents and the Trademarks. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title and makes no assignment and grants no right to assign.

3. Remedies. Upon the occurrence and during the continuance of an Event of Default, Administrative Agent may exercise, for the ratable benefit of the Lenders, any or all remedies available under the Note Purchase Agreement or the Security Agreement.

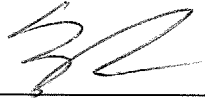
4. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent, for the ratable benefit of the Lenders, pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the Security Interest in the Copyrights, Trademarks and Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Governing Law. This Agreement shall be governed by the internal law of the State of New Jersey without regard to conflicts of law provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**TURNING POINT HOLDING COMPANY,
LLC, as Grantor**

By: 
Name: Kirk A. Ruoff
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

NEWSPRING MEZZANINE CAPITAL III, L.P.

By: NSM III GP, L.P., its general partner
By: NSM III GP, LLC, its general partner

By: _____
Name: Anne S. Vazquez
Title: Vice President

Signature Page to Intellectual Property Security Agreement

**TRADEMARK
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**TURNING POINT HOLDING COMPANY,
LLC, as Grantor**

By: _____
Name: Kirk A. Ruoff
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

NEWSPRING MEZZANINE CAPITAL III, L.P.

By: NSM III GP, L.P., its general partner
By: NSM III GP, LLC, its general partner

By: 
Name: Anne S. Vazquez
Title: Vice President

Signature Page to Intellectual Property Security Agreement

**TRADEMARK
REEL: 006544 FRAME: 0429**

EXHIBIT C

UNITED STATES REGISTERED OR PENDING TRADEMARKS AND SERVICE MARKS

Mark	Registration Number	Date Filed
Turning Point	2922972	2/1/2005
Miscellaneous Design (cow on a surfboard)	5042785	9/13/2016