

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM513255

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement (2012)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Enterprise Bank & Trust, as Resigning Agent		02/15/2019	Chartered Bank and Trust Company: MISSOURI

RECEIVING PARTY DATA

Name:	WKA Manifest LLC, as Successor Agent
Street Address:	400 Park Avenue, Suite 1210
Internal Address:	c/o The Wicks Group of Companies, L.L.C.
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	85612704	RETURN ON CONTENT
Registration Number:	3385411	SMARTMOVES
Registration Number:	3336745	YOUR BEST
Registration Number:	3719183	HEALTHY BASICS
Registration Number:	3533347	GOOD HEALTH REPORT
Registration Number:	3431081	MCOM
Registration Number:	3602940	6
Registration Number:	3526148	CICERO SPEECHWRITING AWARDS
Registration Number:	3383802	MAGNUM OPUS AWARDS
Registration Number:	3494398	MANAGING PEOPLE AT WORK
Registration Number:	3486799	PUBLICATIONS MANAGEMENT
Registration Number:	3486797	COPY EDITOR
Registration Number:	3235568	CUSTOMPLUS
Registration Number:	3114750	HEALTHEDGE
Registration Number:	2243715	WISEMOVES
Registration Number:	2215486	HEALTHYMOVES
Registration Number:	2173074	THE OFFICE PROFESSIONAL
Registration Number:	1907335	SERIOUS ABOUT SMALL BUSINESS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1821238	VIM & VIGOR
Registration Number:	1695029	"IDEABANK"

CORRESPONDENCE DATA

Fax Number: 6173417701

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.

Phone: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 03/07/2019

Total Attachments: 9

source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2012) (2.15.2019)#page1.tif
source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2012) (2.15.2019)#page2.tif
source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2012) (2.15.2019)#page3.tif
source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2012) (2.15.2019)#page4.tif
source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2012) (2.15.2019)#page5.tif
source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2012) (2.15.2019)#page6.tif
source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2012) (2.15.2019)#page7.tif
source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2012) (2.15.2019)#page8.tif
source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2012) (2.15.2019)#page9.tif

**ASSIGNMENT OF TRADEMARK
SECURITY AGREEMENT**

(2012)

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this “**Assignment**”), dated as of February 15, 2019, is between **ENTERPRISE BANK & TRUST** (as the resigning administrative agent, the “Resigning Agent”) and **WKA MANIFEST LLC** (as the successor administrative agent together with its successors and assigns, the “Successor Agent”).

RECITALS:

WHEREAS, Manifest LLC (then known as Content Marketing, LLC and referred to as the “Borrower”), the other Loan Parties party thereto, the U.S. Bank National Association as administrative agent (the “Original Agent”) and the lenders from time to time party thereto, as Lenders, entered into that certain Credit Agreement, dated as of December 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Borrower, as Grantor, and the Original Agent entered into one or more intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “Agreements”), pursuant to which the Borrower granted a security interest in and to and lien upon the intellectual property identified in Exhibit B (the “Subject IP”);

WHEREAS, pursuant to that certain Assignment of Trademark Security Agreement, dated as of February 15, 2019, by and between the Original Agent and the Resigning Agent, the Original Agent has assigned to the Resigning Agent all of its rights, remedies, duties and other obligations under the Agreements and the Subject IP, in each instance, in its capacity as Administrative Agent; and

WHEREAS, pursuant to that certain Agency Transfer Agreement, dated as of February 15, 2019, among the Resigning Agent, the Successor Agent, the Borrower, each other Loan Party signatory thereto and the Lenders party thereto, the Resigning Agent has assigned to the Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements and the Subject IP, in each instance, in its capacity as Administrative Agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Resigning Agent hereby assigns and transfers to the Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements and the Subject IP.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

This Assignment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.


[The remainder of this page is intentionally left blank]

[Signature Page follows]

IN WITNESS WHEREOF, the Resigning Agent and the Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RESIGNING AGENT:

ENTERPRISE BANK & TRUST, as the Resigning Agent

By: 
Name: Brad A. Horvath
Title: Duly Authorized Signatory

SUCCESSOR AGENT:

WKA MANIFEST LLC, as the Successor Agent

By: _____
Name: Daniel M. Kortick
Title: Authorized Signatory

By: _____
Name: _____
Title: Authorized Signatory

IN WITNESS WHEREOF, the Resigning Agent and the Successor Agent have caused this Assignment to be duly executed as of the date first above written.

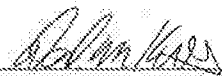
RESIGNING AGENT:

ENTERPRISE BANK & TRUST, as the Resigning Agent

By: _____
Name:
Title: Duly Authorized Signatory

SUCCESSOR AGENT:

WKA MANIFEST LLC, as the Successor Agent

By:  _____
Name: Daniel M. Kortick
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

IN WITNESS WHEREOF, the Resigning Agent and the Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RESIGNING AGENT:

ENTERPRISE BANK & TRUST, as the Resigning Agent

By: _____
Name:
Title: Duly Authorized Signatory

SUCCESSOR AGENT:

WKA MANIFEST LLC, as the Successor Agent

By: _____
Name:
Title: Authorized Signatory

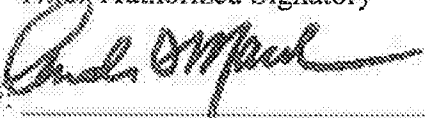
By:  _____
Name: Andrew Marek
Title: Authorized Signatory

EXHIBIT A

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS, dated as of December 21, 2012, by and between CONTENT MARKETING, LLC, a Delaware limited liability company (now known as MANIFEST LLC) and U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (in such capacity, "Grantee"), filed with the United States Patent and Trademark Office on December 21, 2012 at Reel 4928, Frame 0151.




EXHIBIT B

SCHEDULE OF TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

(See attached.)

TRADEMARK REGISTRATIONS AND APPLICATIONS

NO.	MARK ¹	CLASSES	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
1.	RETURN ON CONTENT ²	35, 41	85-612,704	04/30/2012		
2.	SMART MOVES	16, 41	78-796,826	01/23/2006	3,385,411	02/19/2008
3.	YOUR BEST <i>Stylized Letters</i> 	16	78-789,992	01/12/2006	3,336,745	11/13/2007
4.	HEALTHY BASICS	16	77-344,355	12/05/2007	3,719,183	12/01/2009
5.	GOOD HEALTH REPORT	16	77-327,974	11/13/2007	3,533,347	11/18/2008
6.	MCOM <i>Stylized Letters</i> 	16	77-325,755	11/09/2007	3,431,081	05/20/2008
7.	6 <i>Stylized Letters</i> 	16	76-685,023	12/17/2007	3,602,940	04/07/2009
8.	CICERO SPEECHWRITING AWARDS	41	76-681,697	9/10/2007	3,526,148	11/04/2008
9.	MAGNUM OPUS AWARDS	41	76-680,059	07/30/2007	3,383,802	02/19/2008
10.	MANAGING PEOPLE AT WORK	16	76-679,581	07/16/2007	3,494,398	09/02/2008
11.	PUBLICATIONS MANAGEMENT	16	76-678,896	06/29/2007	3,486,799	08/19/2008
12.	COPY EDITOR	9, 16, 18, 21, 25	76-678,632	06/25/2007	3,486,797	08/19/2008
13.	CUSTOMPLUS	41	76-638,631	05/16/2005	3,235,568	05/01/2007
14.	HEALTHEDGE	16	76-628,263	01/18/2005	3,114,750	07/11/2006
15.	WISEMOVES <i>Stylized Letters</i>	16	75-344,223	08/20/1997	2,243,715	05/04/1999

¹ Assignment documentation evidencing the transfer of ownership of each mark from, except as otherwise noted, McMurry, Inc. to the Parent, and from the Parent to the Grantor is in process.

² Assignment documentation evidencing the transfer of ownership of this mark from The Magazine Group, Inc. to the Parent, and from the Parent to the Grantor is in process.

NO.	MARK ¹	CLASSES	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
	WiseMoves					
16.	HEALTHYMOVES <i>Stylized Letters</i> HealthyMoves	16	75-344,222	08/20/1997	2,215,486	12/29/1998
17.	THE OFFICE PROFESSIONAL	16	75-334,284	08/01/1997	2,173,074	07/14/1998
18.	SERIOUS ABOUT SMALL BUSINESS	16, 35	75-549,932	07/15/1994	1,907,335	07/25/1995
19.	VIM & VIGOR	16	74-300,480	08/03/1992	1,821,238	02/15/1994
20.	"IDEABANK"	42	74-106,613	10/17/1990	1,695,029	06/16/1992