

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353332

<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>
Winsight, LLC		08/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Administrative Agent		
<b>Street Address:</b>	One U.S. Bank Plaza		
<b>City:</b>	Saint Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63101		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3377549	CONVENIENCE RETAILING CONFERENCE	
<b>Registration Number:</b>	4771271	CONVENIENCE RETAILING UNIVERSITY	
<b>Registration Number:</b>	2986988	CSP	
<b>Registration Number:</b>	4563514	CSP	
<b>Registration Number:</b>	2986989	CSP	
<b>Serial Number:</b>	86537057	CSP	
<b>Registration Number:</b>	3078346	CSP CONVENIENCE STORE/PETROLEUM	
<b>Registration Number:</b>	3772838	CSPEDIA	
<b>Registration Number:</b>	1618689	FOODSERVICE DIRECTOR	
<b>Registration Number:</b>	3764474	FARE THE MAGAZINE FOR FOODSERVICE AT RET	
<b>Registration Number:</b>	2147797	ID	
<b>Registration Number:</b>	3384363	OUTLOOK LEADERSHIP	
<b>Registration Number:</b>	3579366	RESTAURANT BUSINESS	
<b>Registration Number:</b>	3377550	RESTAURANT LEADERSHIP CONFERENCE	
<b>Registration Number:</b>	4291147	EDUNETWORKING	
<b>Serial Number:</b>	86678925	WINSIGHT	
<b>Serial Number:</b>	86678934		
<b>Serial Number:</b>	86645634	WINSIGHT	

CH \$465.00 3377549

**CORRESPONDENCE DATA****Fax Number:** 2149813400*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:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 2001 Ross Ave., Suite 3600**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:** 40106-30890**NAME OF SUBMITTER:** Dusan Clark**SIGNATURE:** /Dusan Clark/**DATE SIGNED:** 08/31/2015**Total Attachments: 5**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of August 31, 2015 by and from WINSIGHT, LLC, a Delaware limited liability company (the "Grantor") to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (as defined in the Security Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, LOE Holdings, LLC ("Holdings"), the Lenders, the Grantee and the Grantor have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, Holdings and certain other Material Domestic Subsidiaries of Holdings have entered into a Security Agreement with the Grantee dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks as listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Holders of Secured Obligations and (to the extent provided in the Security Agreement) their Affiliates. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations as defined in the Security Agreement), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Trademarks, (3) the

goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

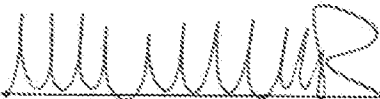
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant 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 Wisconsin.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

WINSIGHT, LLC




By: 

Name: Michael M. Wood, Jr.

Title: President, Chief Executive Officer,  
Secretary and Assistant Treasurer

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
Winsight, LLC	CONVENIENCE RETAILING CONFERENCE  <small>CONVENIENCE RETAILING CONFERENCE</small>	United States of America	77-168811 April 30, 2007	3,377,549 February 5, 2008	Registered
Winsight, LLC	CONVENIENCE RETAILING UNIVERSITY	United States of America	86-196446 February 18, 2014	4,771,271 July 14, 2015	Registered
Winsight, LLC	CSP <b>CSP</b>	United States of America	76-579300 March 5, 2004	2,986,988 August 23, 2005	Registered
Winsight, LLC	CSP Logo 	United States of America	86-120368 November 15, 2013	4,563,514 July 8, 2104	Registered
Winsight, LLC	CSP (Stylized) 	United States of America	76-579301 March 5, 2004	2,986,989 August 23, 2005	Registered <sup>1</sup>
Winsight, LLC	 CSP with Oval Background Design	United States of America	86-537057 February 17, 2015		Published
Winsight, LLC	CSP CONVENIENCE STORE/PETROLEUM <small>CSP CONVENIENCE STORE/PETROLEUM</small>	United States of America	76-636616 April 21, 2005	3,078,346 April 11, 2006	Registered
Winsight, LLC	CSPEDIA  CSPEDIA	United States of America	77-626228 December 4, 2008	3,772,838 April 6, 2010	Registered
Winsight, LLC	FOODSERVICE DIRECTOR	United States of America	73-781069 February 16, 1989	1,618,689 October 23, 1990	Registered
Winsight, LLC	FARE THE MAGAZINE FOR FOODSERVICE AT RETAIL  <small>FARE The Magazine For Foodservice At Retail</small>	United States of America	77-582951 October 1, 2008	3,764,474 March 23, 2010	Registered
Winsight, LLC	ID	United States of America	75-286971 May 5, 1997	2,147,797 March 31, 1998	Registered

<sup>1</sup> NTD: This trademark is being abandoned.

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
Winsight, LLC	OUTLOOK LEADERSHIP  OUTLOOK LEADERSHIP	United States of America	77-168795 April 30, 2007	3,384,363 February 19, 2008	Registered
Winsight, LLC	RESTAURANT BUSINESS  RESTAURANT BUSINESS	United States of America	77-492733 June 6, 2008	3,579,366 February 24, 2009	Registered
Winsight, LLC	RESTAURANT LEADERSHIP CONFERENCE  RESTAURANT LEADERSHIP CONFERENCE	United States of America	77-168827 April 30, 2007	3,377,550 February 5, 2008	Registered
Winsight, LLC	EDUNETWORKING EduNetworking	United States of America	85-518237 January 17, 2012	4,291,147 February 19, 2013	Pending
Winsight, LLC	 Winsight	United States of America	86678925 June 30, 2015		Pending
Winsight, LLC		United States of America	86678934 June 30, 2015		Pending
Winsight, LLC	WINSIGHT	United States of America	86645634 May 29, 2015		Pending