

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400848

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|---|---|-------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECOND AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PURE ROMANCE, LLC | | 10/03/2016 | Limited Liability Company: DELAWARE |
| 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: | BANKING CORPORATION: OHIO | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4944315 | DATE NIGHT | |
| Serial Number: | 87074038 | CALEO | |
| Serial Number: | 86563647 | FUN PARTIES | |
| Serial Number: | 86573039 | PURE ROMANCE DATE NIGHT | |
| Serial Number: | 86979788 | PURE ROMANCE DATE NIGHT | |
| 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 | | |
| ATTORNEY DOCKET NUMBER: | 005252-877/1707/2ndAmdTSA | | |
| NAME OF SUBMITTER: | Julie S. Piantanida | | |
| SIGNATURE: | /julie piantanida/ | | |

CH \$140.00 4944315

| | |
|---------------------|------------|
| DATE SIGNED: | 10/04/2016 |
|---------------------|------------|

Total Attachments: 5

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**SECOND AMENDMENT
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of October 3, 2016 (the "Effective Date"), by and between **PURE ROMANCE, LLC**, a Delaware limited liability company ("Debtor"), whose principal place of business and mailing address is 655 Plum Street, Cincinnati, OH 45202, and **FIFTH THIRD BANK**, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors ("Agent"), and is as follows:

Preliminary Statements

A. Debtor, Agent, the LC Issuer and the lenders from time to time party thereto are parties to that certain Amended and Restated Credit Agreement dated as of March 7, 2014, as amended by the First Amendment to Amended and Restated Credit Agreement dated as of January 13, 2015 and the Second Amendment to Amended and Restated Credit Agreement dated as of January 11, 2016 (as amended, the "Existing Credit Agreement"). In connection with the Existing Credit Agreement, Debtor and Agent entered into an Amended and Restated Trademark Security Agreement dated as of March 7, 2014, as amended by the First Amendment to Amended and Restated Trademark Security Agreement dated as of January 11, 2016 (as amended, the "Trademark Security Agreement").

B. Debtor desires to amend its existing credit facilities with Secured Creditors pursuant to the terms set forth in, and by entering into, that certain Second Amended and Restated Credit Agreement, dated as of even date herewith, among Debtor, Agent, the LC Issuer and the Lenders from time to time party thereto (as the same may be amended, replaced, restated, or otherwise modified from time to time hereafter, the "Credit Agreement"). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Credit Agreement, as applicable.

C. In order to induce the Secured Creditors to enter into the Credit Agreement, Debtor agreed, among other things, to amend the Trademark Security Agreement.

D. Now, in order to satisfy the condition set forth in the Credit Agreement, Debtor and Agent hereby amend the Trademark Security Agreement all on the terms and subject to the conditions of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in 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. Amendment 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 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.

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 Trademarks 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 and first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. One Agreement; References; Fax 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.

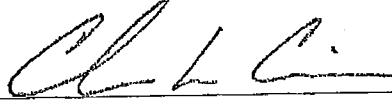
6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio.

[Signature Page Follows]

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

PURE ROMANCE, LLC

By: 
Christopher Cicchinelli, President

FIFTH THIRD BANK, as Agent

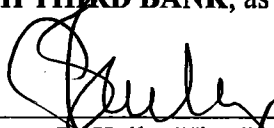
By: _____
Anne B. Kelly, Vice President

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

PURE ROMANCE, LLC

By: _____
Christopher Cicchinelli, President

FIFTH THIRD BANK, as Agent

By:  _____
Anne B. Kelly, Vice President

SUPPLEMENT TO SCHEDULE I

TRADEMARKS AND LICENSES

Registered Trademarks:

| <u>Mark</u> | <u>Country</u> | <u>Serial Number</u> | <u>Filing Date</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|----------------------------|----------------|----------------------|--------------------|----------------------------|--------------------------|
| CALEO | United States | 87074038 | June 16, 2016 | N/A | N/A |
| DATE NIGHT | United States | 86573048 | March 23, 2015 | 4944315 | April 26, 2016 |
| FUN PARTIES | United States | 86563647 | March 13, 2015 | N/A | N/A |
| PURE ROMANCE DATE NIGHT | United States | 86573039 | May 23, 2015 | N/A | N/A |
| PURE ROMANCE DATE NIGHT | United States | 86979788 | March 23, 2015 | N/A | N/A |