FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-17-2000

101322314

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

3-20-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- Effective Date Month Day Year: 03 15 00
- [ ] Change of Name
- [ ] Other

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Express One International, Inc.

Execution Date Month Day Year: 03 15 00

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [ ] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: The Bank of Nova Scotia

DBA/AKA/TA:

Composed of:

Address (line 1): New York Agency

Address (line 2): One Liberty Plaza, 26th Floor

Address (line 3): New York (City) New York (State/Country) 10006 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: Canada

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

04/14/2000 JSHABAZZ 00000304 232405 1498974

01 FC:481 40.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 212-728-8546

Name: Anastasia Efimova

Address (line 1): c/o Willkie Farr & Gallagher

Address (line 2): 787 Seventh Avenue

Address (line 3): New York, NY 10019

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 6

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1,498,974		

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed ☐ Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 23-2405

Authorization to charge additional fees: Yes ☒ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

ANASTASIA EFIMOVA		March 20, 2000
Name of Person Signing	Signature	Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as March 15, 2000 between EXPRESS ONE INTERNATIONAL, INC., a Delaware corporation (successor by merger of Express One Merger Sub, Inc., a Delaware corporation ("EOMS") with and into Express One International, Inc.) (the "Grantor"), and THE BANK OF NOVA SCOTIA, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lender Parties (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement, dated as of March 15, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), between EOMS, the various financial institutions as are, or may from time to time become, parties thereto (collectively, the "Lenders"), the Co-Agents named therein and the Administrative Agent, the Lenders have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, EOMS merged on March 15, 2000 with and into Express One International, Inc., with Express One International, Inc. being the surviving corporation and named Express One International, Inc., and pursuant to an Assumption Agreement dated as of March 15, 2000, the Grantor assumed all the obligations of EOMS;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of March 15, 2000 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of each Credit Extension (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make each Credit Extension (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Lender Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all United States trademarks, trade names, trade dress, service marks, logos, other source of business identifiers, and designs owned by the Grantor in the Grantor's name as such may be changed from time to time (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States or hereafter adopted or acquired in the United States, and all registrations and renewals thereof and all applications in connection therewith, including registrations, renewals and applications in the United States Patent and Trademark Office, including those referred to in Item A of Attachment 1 hereto, provided, however, that Trademark Collateral shall not include "intent to use" applications for trademark or service mark registrations filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed;

(b) all United States written Trademark licenses and other agreements of the Grantor providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 hereto, subject, in each case, to the terms of such license agreements;

(c) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (a); and

(d) all proceeds of, and rights of the Grantor associated with the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringement or dilution of any Trademark or Trademark registration referred to in Item A of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark and for breach or enforcement of any Trademark license, including any Trademark license referred to in Item B of

Attachment 1 hereto, subject, in each case, to the terms of such license agreements.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations and the termination of all Commitments, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to evidence the termination release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EXPRESS ONE INTERNATIONAL, INC.

By: _____
Name: Richard Ressler
Title: Chairman of the Board

Address: 3890 West Northwest Highway
Dallas, Texas 75220

Attention: Stephen R. Thompkins
Telecopier: 214 352-0997

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____
Name:
Title:

Address: New York Agency
One Liberty Plaza
26th Floor
New York, New York 10006

Attention: Peter Coletta
Telecopier: 212 225-5172

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EXPRESS ONE INTERNATIONAL, INC.

By: _____
Name: Richard Ressler
Title: Chairman of the Board

Address: 3890 West Northwest Highway
Dallas, Texas 75220

Attention: Stephen R. Thompkins
Telecopier: 214 352-0997

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____
Name: James Trimble
Title: Managing Director

Address: New York Agency
One Liberty Plaza
26th Floor
New York, New York 10006

Attention: Peter Coletta
Telecopier: 212 225-5172

ATTACHMENT 1
to
Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Trademark	Registration No.	Registration Date
For the service mark: Express One	1,498,974	

Pending Trademark Applications

Trademark	Serial No.	Filing Date

Item B. Trademark Licenses

Trademark	Licensor	Licensee	Regis. #	Effective Date	Expiration Date