

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Newgistics, Inc.		12/11/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Banking Corporation: FRANCE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3761190	EXPERIENCE DELIVERED
Registration Number:	4158825	FLEXSHIP
Registration Number:	4187601	FLEXSHIP BY NEWGISTICS
Registration Number:	2961332	INTELLIGENT RETURNS MANAGEMENT
Registration Number:	2776146	NEWGISTICS
Serial Number:	86024119	NEWGISTICS
Registration Number:	3766924	NEWGISTICS
Serial Number:	85949071	NEWGISTICS SELECT
Registration Number:	4226937	TRANSIT TRIGGERS
Registration Number:	4035477	1ONESHIP
Registration Number:	2985436	RETURNS AREN'T JUST BOXES. THEY'RE CUSTO
Registration Number:	2808995	RETURNVALET
Registration Number:	4099068	SHIPPING HAS A NEW HOME
Registration Number:	3973524	SMARTCENTER

CH \$465.00 3761190

Registration Number:	2801048	SMARTLABEL
Registration Number:	3835105	SMARTLABEL
Registration Number:	3961946	THE GIST BLOG
Serial Number:	85955254	WHERE END-TO-END E-COMMERCE BEGINS

CORRESPONDENCE DATA

Fax Number: 2026638007

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2026638000

Email: dctm@pillsburylaw.com

Correspondent Name: Patrick J. Jennings

Address Line 1: 2300 N Street, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	42802-141
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NAME OF SUBMITTER:	Patrick J. Jennings
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Signature:	/Pat Jennings/
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Date:	12/11/2013
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 11, 2013 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantor**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 11, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, in each case, that are subject to legal protection under the laws of the United States or any state within the United States, including but not limited to (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


NEWGISTICS, INC.,
as Grantor

By: 
Name: Michael Twomey
Title: Chief Financial Officer and Secretary

[Signature page to Intellectual Property Security Agreement (Trademarks)]

TRADEMARK
REEL: 005171 FRAME: 0771

BNP PARIBAS, as Collateral Agent

By: 

Name: David Sommer
Title: Managing Director

By: 



Name: Claudia DeSimio
Title: Director


[Signature page to Intellectual Property Security Agreement (Trademarks)]

TRADEMARK
REEL: 005171 FRAME: 0772

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Grantor	Trademarks	Filing Date	Status	Serial/Registration No.
Newgistics, Inc.	EXPERIENCE DELIVERED	8/5/2009	Registered	77/797,934 3,761,190
Newgistics, Inc.	FLEXSHIP	3/23/2011	Registered	85/274,267 4,158,825
Newgistics, Inc.	FLEXSHIP BY NEWGISTICS	3/23/2011	Registered	85/274,269 4,187,601
Newgistics, Inc.	INTELLIGENT RETURNS MANAGEMENT	10/6/2003	Registered	78/309,722 2,961,332
Newgistics, Inc.	NEWGISTICS	8/23/2000	Registered	76/115,542 2,776,146
Newgistics, Inc.	NEWGISTICS	7/30/2013	Pending	86/024,119
Newgistics, Inc.		8/11/2009	Registered	77/801,681 3,766,924
Newgistics, Inc.	NEWGISTICS SELECT	6/3/2013	Pending	85/949,071
Newgistics, Inc.		8/11/2009	Registered	77/801,709 4,035,477
Newgistics, Inc.	RETURNS AREN'T JUST BOXES, THEY'RE CUSTOMERS	6/14/2004	Registered	78/434,872 2,985,436
Newgistics, Inc.	RETURNVALET	8/23/2000	Registered	76/115,543 2,808,995
Newgistics, Inc.	SHIPPING HAS A NEW HOME	7/6/2011	Registered	85/364,742 4,099,068
Newgistics, Inc.	SMARTCENTER	9/27/2010	Registered	85/139,005 3,973,524
Newgistics, Inc.	SMARTLABEL	3/18/2002	Registered	76/384,420 2,801,048
Newgistics, Inc.	SMARTLABEL	7/29/2003	Registered	78/280,113 3,835,105

Grantor	Trademarks	Filing Date	Status	Serial/Registration No.
Newgistics, Inc.		11/16/2010	Registered	85/177,683 3,961,946
Newgistics, Inc.	TRANSIT TRIGGERS	7/6/2011	Registered	85/364,748 4,226,937
Newgistics, Inc.	WHERE END-TO-END E-COMMERCE BEGINS	6/10/2013	Pending	85/955,254

Schedule 1