

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305988

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amware Fulfillment LLC		05/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
Amware Fulfillment of Arizona, LLC		05/22/2014	LIMITED LIABILITY COMPANY: GEORGIA
Amware Fulfillment of Connecticut, LLC		05/22/2014	LIMITED LIABILITY COMPANY: GEORGIA
Amware Fulfillment of Georgia, LLC		05/22/2014	LIMITED LIABILITY COMPANY: GEORGIA
Amware Fulfillment of Pennsylvania, LLC		05/22/2014	LIMITED LIABILITY COMPANY: GEORGIA
NKM Warehousing, LLC		05/22/2014	LIMITED LIABILITY COMPANY: GEORGIA
M. J. Warehousing, LLC		05/22/2014	LIMITED LIABILITY COMPANY: GEORGIA
TMLR Transportation, LLC		05/22/2014	LIMITED LIABILITY COMPANY: GEORGIA
Amware Fulfillment of Dallas, LLC		05/22/2014	LIMITED LIABILITY COMPANY: GEORGIA
Amware Logistics Services of New Jersey Limited Liability Company		05/22/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
ADW Warehousing, LLC		05/22/2014	LIMITED LIABILITY COMPANY: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	Fifth Third Bank
<b>Street Address:</b>	222 South Riverside Plaza, 30th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Banking Corporation: OHIO

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	2240521	AMWARE

OP \$40.00 2240521

**CORRESPONDENCE DATA****Fax Number:** 3124996701*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:** (312) 499-6700**Email:** tapatterson@duanemorris.com**Correspondent Name:** Brian P. Kerwin**Address Line 1:** 190 South LaSalle Street, Suite 3700**Address Line 2:** Duane Morris LLP**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	D6410-00062
<b>NAME OF SUBMITTER:</b>	Brian P. Kerwin
<b>SIGNATURE:</b>	/Brian P. Kerwin/
<b>DATE SIGNED:</b>	05/29/2014

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated or otherwise modified, this “**Agreement**”) dated as of May 22, 2014, is made by **Amware Fulfillment LLC**, a Delaware limited liability company (“**Parent**”), and **Amware Fulfillment of Arizona, LLC**, a Georgia limited liability company, **Amware Fulfillment of Connecticut, LLC**, a Georgia limited liability company, **Amware Fulfillment of Georgia, LLC**, a Georgia limited liability company, **Amware Fulfillment of Pennsylvania, LLC**, a Georgia limited liability company, **NKM Warehousing, LLC**, a Georgia limited liability company, **M. J. Warehousing, LLC**, a Georgia limited liability company, **TMLR Transportation, LLC**, a Georgia limited liability company, **Amware Fulfillment of Dallas, LLC**, a Georgia limited liability company, **Amware Logistics Services of New Jersey Limited Liability Company**, a New Jersey limited liability company, and **ADW Warehousing, LLC**, a Georgia limited liability company (each of the foregoing are sometimes hereinafter referred to individually and collectively as “**Opco**”, and together with Parent are sometimes hereinafter referred to individually and collectively as “**Borrower**”), in favor of **FIFTH THIRD BANK**, an Ohio banking corporation (together with its successors and assigns, the “**Lender**”).

### RECITALS

**WHEREAS**, Borrower, and Lender are parties to that certain Loan and Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the “**Loan Agreement**”), which provides (i) for Lender to make certain loans to Borrower, and (ii) for the grant by Borrower to Lender of a security interest in Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

**WHEREAS**, this Agreement is being entered into in conjunction with the security interest granted under the Loan Agreement to Lender. The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement and the other Financing Agreements shall govern.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, as defined in the Loan Agreement (collectively, the “**Obligations**”), Borrower hereby confirms its grant to Lender of a continuing security interest in and to any and all of Borrower’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Borrower’s business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “**Trademarks**”); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Copyrights**”).

3. Effect on Loan Agreement. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Lender’s security interest. Lender shall have, in addition

to all other rights and remedies given it by the terms of this Agreement and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Agreement, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Obligations (other than contingent indemnification obligations) and the termination of the Loan Agreement in accordance with its terms, this Agreement shall terminate, and Lender shall execute and deliver any document reasonably requested by Borrower, at Borrower's sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Lender hereunder.

5. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Lender.

7. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, Borrower shall not assign this Agreement or any of Borrower's obligations hereunder without the prior written consent of Lender.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Borrower acknowledges that a copy of this Agreement will be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower.


10. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS

OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR  
CHOICE OF LAW PRINCIPLES.

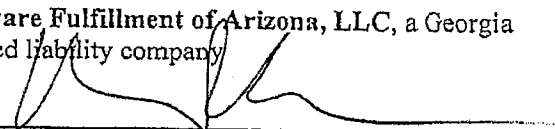
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Intellectual Property Security Agreement in favor of Lender, as of the date first written above.

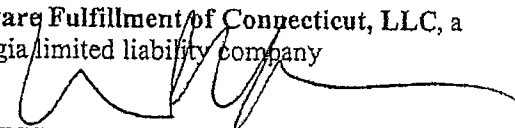
**Amware Fulfillment LLC**, a Delaware limited liability company

By:   
Name: Vincent Gulisano  
Its: Chief Executive Officer

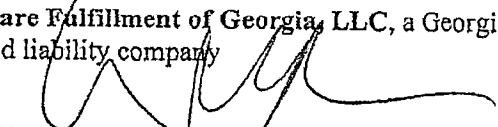
**Amware Fulfillment of Arizona, LLC**, a Georgia limited liability company

By:   
Name: Vincent Gulisano  
Its: Chief Executive Officer

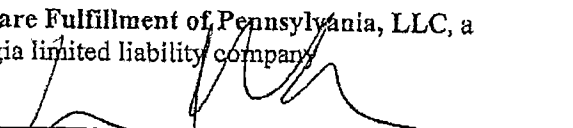
**Amware Fulfillment of Connecticut, LLC**, a Georgia limited liability company

By:   
Name: Vincent Gulisano  
Its: Chief Executive Officer

**Amware Fulfillment of Georgia, LLC**, a Georgia limited liability company


By:   
Name: Vincent Gulisano  
Its: Chief Executive Officer

**Amware Fulfillment of Pennsylvania, LLC**, a Georgia limited liability company

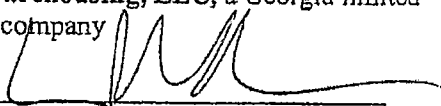
By:   
Name: Vincent Gulisano  
Its: Chief Executive Officer

Intellectual Property Security Agreement

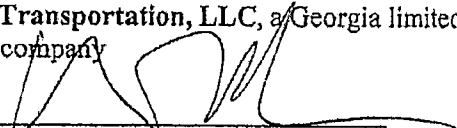
**NKM Warehousing, LLC**, a Georgia limited liability company

By:   
Name: Vincent Gulisano  
Its: Chief Executive Officer

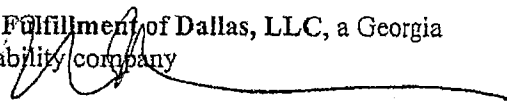
**M. J. Warehousing, LLC**, a Georgia limited liability company

By:   
Name: Vincent Gulisano  
Its: Chief Executive Officer

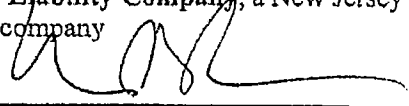
**TMLR Transportation, LLC**, a Georgia limited liability company

By:   
Name: Vincent Gulisano  
Its: Chief Executive Officer

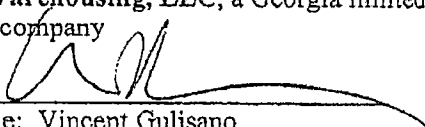
**Amware Fulfillment of Dallas, LLC**, a Georgia limited liability company

By:   
Name: Vincent Gulisano  
Its: Chief Executive Officer

**Amware Logistics Services of New Jersey Limited Liability Company**, a New Jersey limited liability company

By:   
Name: Vincent Gulisano  
Its: Chief Executive Officer

**ADW Warehousing, LLC**, a Georgia limited liability company


By:   
Name: Vincent Gulisano  
Its: Chief Executive Officer

Intellectual Property Security Agreement



Agreed and Accepted:

**FIFTH THIRD BANK**

By:   
Name: Olga Krasner  
Its: Assistant Vice President

Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005291 FRAME: 0135**

EXHIBIT A

PATENTS

None.

EXHIBIT B

TRADEMARKS

Owner	Country	Status	Mark	Application Number	Application Date	Registration Number	Registration Date	Next Renewal Due
Amware Fulfillment LLC	USA	Active	Amware			2240521	April 20, 1999	April 20, 2019

EXHIBIT C  
COPYRIGHTS

None.