

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306254

<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>
SSI IP Holdings, LLC		06/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
New DEAM, LLC		06/02/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank		
<b>Street Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2388982	STOREROOM SOLUTIONS	
<b>Registration Number:</b>	2422279	VIRTUAL STOREROOM	
<b>Registration Number:</b>	2685046	STOREROOM-ON-SITE	
<b>Registration Number:</b>	4320319	DYNAMICS EAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-01281		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	06/02/2014		

OP \$115.00 2388982

TRADEMARK

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 2<sup>nd</sup> day of June, 2014 by SSIIP HOLDINGS, LLC, a Delaware limited liability company and NEW DEAM, LLC, a Pennsylvania limited liability company (collectively, "Grantors" and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan (as defined below):

### WITNESSETH

WHEREAS, Grantors, certain of their affiliates as borrowers, Lenders and Agent are parties to that certain Revolving Credit and Security Agreement dated as of August 19, 2009 (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantors and certain of their affiliates by Lenders;

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by such Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor 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. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

SSI IP HOLDINGS, LLC

By:   
Name: Albert Thorp  
Title: Chief Financial Officer

NEW DEAM, LLC

By:   
Name: Albert Thorp  
Title: Chief Executive Officer/President

Agreed and Accepted,

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
Name: Celeste Zehren  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN-WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**SSI IP HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: Albert Thorp  
Title: Chief Financial Officer

**NEW DEAM, LLC**

By: \_\_\_\_\_  
Name: Albert Thorp  
Title: Chief Executive Officer/President

Agreed and Accepted,

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: Celeste Zehren  
Name: Celeste Zehren  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Storeroom Solutions	2388982	09/26/2000
Virtual Storeroom	2422279	01/16/2001
Storeroom-On-Site	2685046	02/11/2003
Dynamics EAM	4320319	4/16/2013