

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Gear Acquisitions, Inc.		11/21/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Garrison Loan Agency Services LLC, as Collateral Agent		
Street Address:	1350 Avenue of the Americas, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4049783	LASTANDFINAL	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269478		
Email:	dcassinelli@proskauer.com		
Correspondent Name:	Diane Cassinelli		
Address Line 1:	c/o Proskauer Rose LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	32156/011		
NAME OF SUBMITTER:	Diane Cassinelli		
SIGNATURE:	/Diane Cassinelli/		
DATE SIGNED:	09/11/2015		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 21, 2014 (“Trademark Security Agreement”), among FIFTH GEAR ACQUISITIONS, INC., a Minnesota corporation (the “Grantor”), in favor of GARRISON LOAN AGENCY SERVICES LLC (the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of November 21, 2014, by and among SPEED COMMERCE, INC., a Minnesota corporation (“Company”), certain Subsidiaries of Company, as Guarantors, the Lenders party thereto from time to time (the “Lenders”), and GARRISON LOAN AGENCY SERVICES LLC, as administrative agent and collateral agent for the Lenders (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to extend certain term loans to the Company;

WHEREAS, it is a condition precedent to the Lenders’ making any loans to the Company under the Credit Agreement that the Grantor executes and delivers to the Collateral Agent a trademark security agreement in substantially the form hereof;

WHEREAS, the Grantor has executed and delivered to the Collateral Agent the Counterpart Agreement (as defined in the Credit Agreement), pursuant to which Grantor has granted to the Collateral Agent, on behalf of the Lenders, a security interest in certain of such Grantor’s personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, all to secure the payment and performance of the Secured Obligations (as defined in the Pledge and Security Agreement);

WHEREAS, Grantor will obtain substantial direct and indirect financial and other benefits from the loans from time to time made or to be made by the Lender to the Company pursuant to the Credit Agreement and the other Credit Documents, and, accordingly, Grantor desires to enter into this Trademark Security Agreement and also in order to induce the Lender to make the loans to the Company under the Credit Agreement and the other Credit Documents; and

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Pledge and Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement, or, in not defined therein, in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent, for the benefit of each Lender, a Lien on and security interest (the “Security Interest”) in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its trademarks (each, a “Trademark”), including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Collateral Agent or the Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

Section 4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Lenders, pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Pledge and Security Agreement, the Pledge and Security Agreement shall govern.

Section 5. Authorization to Supplement. Grantor shall give Collateral Agent prior written notice of no less than five (5) Business Days before filing any additional application for registration of any trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting Grantor’s obligations under this Section, Grantor hereby authorizes Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution,

defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to the Security Interest hereunder.

Section 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

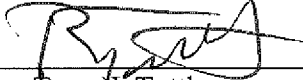
Section 8. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** In addition, the provisions of Section 20, 21 and 22 of the Pledge and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIFTH GEAR ACQUISITIONS, INC.

By:


Name: Terry J. Tuttle
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
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Acknowledged and Agreed to as of the date hereof:


AGENT:

GARRISON LOAN AGENCY SERVICES LLC

By: _____

Name:

Title:



Julian Weldon
Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005621 FRAME: 0923

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Application/ Registration No.	Application/ Registration Date	Owner
SPEED COMMERCE	1644506	09/20/2013	Speed Commerce, Inc.
SPEED COMMERCE	1415379	09/23/2013	Speed Commerce, Inc.
SPEED COMMERCE	1415387	09/23/2013	Speed Commerce, Inc.
SPEED COMMERCE	85/882,453 - 4480132	03/21/2013	Speed Commerce, Inc.
SPEED COMMERCE	85/882,442 - 4480131	03/21/2013	Speed Commerce, Inc.
SPEED FC	76/334,894 - 2591571	11/06/2001	Speed Commerce, Inc.
LastandFinal	4049783	11/01/2001	Sigma Micro, LLC
Stark Bro's Fulfillment Services	2617909	09/10/2002	Lexton Group, LLC