

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355564

<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>
Speed Commerce, Inc.		09/17/2015	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Garrison Loan Agency Services LLC, as Collateral Agent		
<b>Street Address:</b>	1350 Avenue of the Americas, 9th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4719897	SARA	
<b>Registration Number:</b>	4719896	SARA X	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	6175269478		
<b>Email:</b>	dcassinelli@proskauer.com		
<b>Correspondent Name:</b>	Diane Cassinelli		
<b>Address Line 1:</b>	c/o Proskauer Rose LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	32156.011		
<b>NAME OF SUBMITTER:</b>	Diane Cassinelli		
<b>SIGNATURE:</b>	/Diane Cassinelli/		
<b>DATE SIGNED:</b>	09/18/2015		
<b>Total Attachments: 3</b>			
source=Trademark Security Agreement Supplement (9-17-2015)#page1.tif			
source=Trademark Security Agreement Supplement (9-17-2015)#page2.tif			
source=Trademark Security Agreement Supplement (9-17-2015)#page3.tif			

CH \$65.00 4719897

SUPPLEMENTAL GRANT OF SECURITY INTEREST  
UNDER THE TRADEMARK SECURITY AGREEMENT

This Supplemental Grant of a Security Interest under the Trademark Security Agreement (the "Supplemental Trademark Security Agreement") is made, and dated as of September 17, 2015 and supplements the Trademark Security Agreement (the "Trademark Security Agreement"), dated July 9, 2014, by SPEED COMMERCE, INC., a Minnesota corporation ("Grantor") in favor of GARRISON LOAN AGENCY SERVICES LLC, in its capacity as collateral agent for the benefit of the Lenders under that certain Credit Agreement as defined below (in such capacity, together with its successors and assigns, if any, "Collateral Agent");

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on July 18, 2014, at Reel 5324 and Frame 0921;

WHEREAS, subsequent to the execution date of the Trademark Security Agreement, Grantor has acquired, adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on Schedule 1 attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "New Trademarks"); and

WHEREAS, Grantor and Collateral Agent desire to supplement the Trademark Security Agreement to include the New Trademarks as "Trademark Collateral" thereunder;

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated July 9, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Pledge and Security Agreement"), in favor of Collateral Agent; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor granted to Collateral Agent for the benefit of the Lenders, a continuing security interest in all right, title and interest of Grantor in, to and under the New Trademarks, together with, among other things, the goodwill of the business symbolized by such New Trademarks and the applications and registrations thereof, and all proceeds thereof, (the "New Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Pledge and Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Collateral Agent for the ratable benefit of the Lenders, a continuing security interest in the New Trademark Collateral (and Schedule 1 to the Trademark Security Agreement is hereby amended to include the New Trademarks, which shall be deemed to be "Trademark Collateral" under and as defined therein) to secure the prompt payment, performance and observance of the Obligations as defined in the Credit Agreement. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement, or if not defined therein, in the Pledge and Security Agreement.

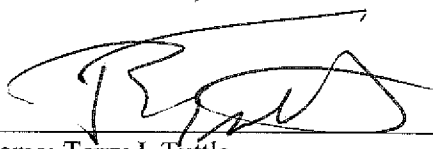
Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS SUPPLEMENTAL 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 Sections 20, 21 and 22 of the Pledge and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[signature page follows]

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

SPEED COMMERCE, INC.

By:   
Name: Terry J. Tuttle  
Title: Chief Financial Officer

**SCHEDULE 1**

**NEW TRADEMARKS**

Trademark	Application/ Registration No.	Application/ Registration Date	Owner
SARA	4719897	4/14/2015	Speed Commerce, Inc.
SARA X	4719896	4/14/2015	Speed Commerce, Inc.