

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Instawares Holding Company, LLC		10/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
SOTF, LLC		10/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Instawares, LLC		10/29/2015	LIMITED LIABILITY COMPANY: GEORGIA
eCompanyStore, LLC		10/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Simple Offers, LLC		10/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
MedVIP, LLC		10/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
BrightShine, LLC		10/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	75 5th Street		
Internal Address:	9th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3760790	INSTAWARES	
Registration Number:	3029034	CONNECT YOUR BRAND	
Registration Number:	3744068	ECOMPANYSTORE	
Registration Number:	3955631	BIGSHOOZ	
Registration Number:	3174394	ECOMPANYSTORE	
CORRESPONDENCE DATA			
Fax Number:	4044435697		

OP \$140.00 3760790

TRADEMARK

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: 404-443-5747
Email: lallen@mcguirewoods.com
Correspondent Name: Mike Parisi, Esq.
Address Line 1: McGuireWoods LLP
Address Line 2: 1230 Peachtree Street, N.E., Suite 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 2050285-0340 INSTAWARES

NAME OF SUBMITTER: Latosha E. Allen

SIGNATURE: /Latosha E. Allen/

DATE SIGNED: 10/29/2015

Total Attachments: 13

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Rider to Security Agreement – Trademarks



THIS RIDER TO SECURITY AGREEMENT (this “Rider”) is dated as of October 29, 2015, by and among INSTAWARES HOLDING COMPANY, LLC, a Delaware limited liability company, SOTF, LLC, a Delaware limited liability company, INSTAWARES, LLC, a Georgia limited liability company, ECOMPANYSTORE, LLC, a Delaware limited liability company, SIMPLE OFFERS, LLC, a Delaware limited liability company, MEDVIP, LLC, a Delaware limited liability company, and BRIGHTSHINE, LLC, a Delaware limited liability company (collectively, the “Grantors” and each a “Grantor”), with an address at 5945 Cabot Parkway, Building 200, Suite 150, Alpharetta, Georgia 30005, Attention: Jeff Camp, Chief Financial Officer, Facsimile number (678) 302-7136, Email address: jcamp@iwhold.com, and PNC BANK, NATIONAL ASSOCIATION (the “Bank”), with an address at 1075 Peachtree Street N.E., Suite 1800, Atlanta GA 30309, Attention: Instawares Relationship Manager, Facsimile number (404) 495-6188, Email address: brandon.fiddler@pnc.com, or such other address as the Bank may designate from time to time. This Rider is incorporated into and made part of that certain Security Agreement (the “Security Agreement”) among the Grantors and the Bank dated as of the date hereof, and also into certain other financing documents and security agreements executed by one or more of the Grantors and the Bank (in connection therewith and the Loan Agreement (as defined below)), all such documents including this Rider being collectively referred to as “Loan Documents”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Bank desires to acquire a lien and security interest on each Grantor’s Trademarks (as defined below), together with all the goodwill of such Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** Each Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, as the same may be amended from time to time (all of the foregoing being collectively referred to as the “Trademarks”), together with all the goodwill and other tangible assets of such Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. **Representations and Warranties.** Each Grantor represents, warrants and covenants to the Bank that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by such Grantor, have not been adjudged invalid or unenforceable, and to the best of such Grantor’s knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Trademarks, subject to Permitted Liens under Sections 5.2(iii), (iv), (viii) and (x) of the Loan Agreement, and each of its Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by such Grantor not to sue third persons, subject to Permitted Liens under Sections 5.2(iii), (iv), (viii) and (x) of the Loan Agreement; (d) such Grantor has the unqualified right to enter into this Rider and perform its terms; (e) such Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection

with its use of the Trademarks; (f) such Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks; and (g) such Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Bank immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. Verification of Quality Control. Each Grantor hereby grants to the Bank and its employees and agents the right to visit such Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto to ensure such Grantor's compliance with paragraph 2(f) which, absent an Event of Default, shall be at reasonable times, upon prior notice, and during regular business hours.

4. Covenants. Each Grantor further covenants to the Bank that until the Discharge of Obligations (as defined in the Loan Agreement): (a) such Grantor shall maintain the Trademarks in full force and effect; (b) such Grantor will not enter into any agreements which are inconsistent with such Grantor's obligations under this Rider or which restrict or impair the Bank's rights hereunder; and (c) if such Grantor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto and (without limiting Section 8 hereof) such Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Rider, such Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. Exclusive Use of Trademarks. So long as this Rider is in effect and so long as the Grantors have not received notice from the Bank that an Event of Default has occurred under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder, each Grantor shall continue to have the exclusive right to use its Trademarks including licenses thereof, and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else without the Bank's prior written consent.

6. Negative Pledge. Each Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Bank. Each Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Bank in and to any of the Grantors' rights under the Trademarks against the claims or demands of all persons whatsoever.

7. No Additional Trademarks. As of the date hereof, no Grantor owns any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

8. Pledge of Additional Trademarks. In the event any Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which such Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

Such Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than twenty (20) days

subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such Trademark and the goodwill of such Grantor associated thereto or represented thereby. Each Grantor hereby grants the Bank a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future Trademarks or licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

9. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, Grantor hereby covenants and agrees that upon the occurrence and during the continuation of any of the following (each, an "Event of Default"), (i) the Grantors shall be in default hereunder, provided that such default is not cured or waived within the cure period specified therefor (or, if none is specified, within thirty (30) days of the earlier of (A) the date the Grantors know of such breach or default, or (B) the date of receipt by the Grantors of notice from the Bank of such breach or default), or (ii) an Event of Default exists under (and as defined in) any Loan Document, the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Grantors' default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, each Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) Each Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, each Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably request to permanently assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence and during the continuation thereof, the Bank may, at its sole option, record such documents with the Patent and Trademark Office.

10. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

11. Inconsistent with Security Agreement. All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between the express terms of this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

12. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents, the Bank shall execute and deliver to the Grantors all documents necessary to re-vest in the Grantors all rights in and to the Trademarks and/or terminate any interest of the Bank therein.

13. Prosecution of Trademark Applications. (a) Subject to the terms of the Loan Documents, the Grantors shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks, and upon reasonable request of the Bank, the Grantors shall make federal application on registrable

but unregistered trademarks belonging to a Grantor. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Grantors. No Grantor shall abandon any Trademark without the written consent of the Bank.

(b) The Grantors shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Grantors deem it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantors shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

14. Responsibility and Liability. The Grantors assume all responsibility and liability arising from the use of the Trademarks, and hereby indemnify and hold the Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by any Grantor in connection with any of the Trademarks or otherwise arising out of any Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Bank under any license for any sum owing thereunder, or to enforce any provisions of such license, the Grantors will indemnify and keep the Bank harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach by any Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from such Grantor, and all such Obligations of the Grantors shall be and remain enforceable against and only against the Grantors and shall not be enforceable against the Bank. If this Rider is executed by more than one Grantor, the obligations of such persons or entities under this Rider will be joint and several.

15. Bank's Rights. The Bank may, in its sole discretion, pay any amount or do any act required of any Grantor hereunder or requested by the Bank to preserve, defend, protect, maintain, record or enforce the Grantors' obligations contained herein, the Obligations of the Grantors to the Bank, the Trademarks, or the right, title and interest granted the Bank herein, and which the Grantors fail to do or pay, and any such payment shall be deemed an advance by the Bank to the Grantors and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

16. Protection of the Trademarks. Each Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, such Grantor shall promptly notify the Bank of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Bank, shall join with the Bank, at the Grantors' expense, in such action as the Bank, in its reasonable discretion, may deem advisable for the protection of the Bank's interest in and to the Trademarks, it being understood that the foregoing shall not preclude any Grantor from bringing an action against a person for the protection of such Grantor's interest in and to such Trademarks.

17. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of any Grantor hereunder, in such Grantor's name or in the Bank's name, but at the Grantors' expense, and the Grantors hereby agree to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

18. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

19. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Rider by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

[Remainder of page intentionally left blank; signature page follows]

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS/ATTEST:

Print Name: Krishna
Title: Actg Manager

INSTAWARES HOLDING COMPANY, LLC

By: [Signature] (SEAL)

Print Name: W. Jeffrey Camp
Title: Chief Financial Officer

SOTE, LLC

By: [Signature] (SEAL)

Print Name: W. Jeffrey Camp
Title: Chief Financial Officer

INSTAWARES, LLC

By: [Signature] (SEAL)

Print Name: W. Jeffrey Camp
Title: Chief Financial Officer

ECOMPANYSTORE, LLC

By: [Signature] (SEAL)

Print Name: W. Jeffrey Camp
Title: Chief Financial Officer

SIMPLE OFFERS, LLC

By: [Signature] (SEAL)

Print Name: W. Jeffrey Camp
Title: Chief Financial Officer

[Signatures continued on following page]

MEDVIP, LLC

By: _____ (SEAL)

Print Name: W. Jeffrey Camp
Title: Chief Financial Officer

BRIGHTSHINE, LLC

By: _____ (SEAL)

Print Name: W. Jeffrey Camp
Title: Chief Financial Officer

[Signatures continued on following page]

PNC BANK, NATIONAL ASSOCIATION

By: Blk Filler
(SEAL)

Print Name: BRANDON K FIDLER
Title: VICE PRESIDENT

SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS

Grantor	Trademark	Serial or Registration No.	Registration or Filing Date
Instawares, LLC	INSTAWARES	3760790	3/16/2010
eCompanyStore, LLC	CONNECT YOUR BRAND	3029034	12/13/2005
eCompanyStore, LLC	ECOMPANYSTORE	3744068	2/2/2010
eCompanyStore, LLC	BIGSHOOZ	3955631	5/31/2011
eCompanyStore, LLC	ECOMPANYSTORE	3174394	11/21/2006

TRADEMARK ASSIGNMENT

WHEREAS, the undersigned "Grantors" (collectively, the "Grantors" and each a "Grantor"), are the owner of the entire right, title and interest in and to the United States trademarks, trade names and registrations listed on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"), which are registered in the United States Patent and Trademark Office or which are subject of pending applications in the United States Patent and Trademark Office; and

WHEREAS, PNC BANK, NATIONAL ASSOCIATION, identified as the "Bank" under that certain Rider to Security Agreement - Trademarks (the "Rider") of even date herewith (the "Grantee") is desirous of acquiring said Trademarks;

WHEREAS, the Grantee has a security interest in the assets of the Grantors adequate to carry on the business of the Grantors; and

WHEREAS, the Rider provides that this Assignment shall become effective upon the occurrence of an Event of Default as defined in the Security Agreement dated as of October 29, 2015, by and among, the Grantors, [certain affiliates of the Grantors] and the Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each Grantor, for itself and its successors and assigns does hereby collaterally transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks and all proceeds thereof and all rights and proceeds associated therewith.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer on this 29th day of October, 2015.

WITNESS/ATTEST:

Heather Heebner

Print Name: Heather Heebner
Title: VP, HR

GRANTORS:

~~INSTAWARES HOLDING COMPANY, LLC~~

By: [Signature] (SEAL)

Print Name: W. Jeffrey Camp
Title: Chief Financial Officer

~~SOTF, LLC~~

By: [Signature] (SEAL)

Print Name: W. Jeffrey Camp
Title: Chief Financial Officer

~~INSTAWARES, LLC~~

By: [Signature] (SEAL)

Print Name: W. Jeffrey Camp
Title: Chief Financial Officer

~~ECOMPANYSTORE, LLC~~

By: [Signature] (SEAL)

Print Name: W. Jeffrey Camp
Title: Chief Financial Officer

~~SIMPLE OFFERS, LLC~~

By: [Signature] (SEAL)

Print Name: W. Jeffrey Camp
Title: Chief Financial Officer

[Signatures continued on following page]

MEDVIP, LLC

By: _____ (SEAL)

Print Name: W. Jeffrey Camp
Title: Chief Financial Officer

BRIGHTSHINE, LLC

By: _____ (SEAL)

Print Name: W. Jeffrey Camp
Title: Chief Financial Officer

[Signatures continued on following page]

PNC BANK, NATIONAL ASSOCIATION

By:  (SEAL)

Print Name: BRANDON K. FOWLER
Title: VICE PRESIDENT