

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kewill Limited		05/31/2016	Company: GREAT BRITAIN
Kewill Inc.		05/31/2016	Corporation: DELAWARE
LeanLogistics, Inc.		05/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TPG Specialty Lending Europe I Advisors, Ltd.		
Street Address:	888 Seventh Avenue, 35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	Company: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4407877	KEWILL NETSHIP	
Registration Number:	3168102	KEWILL	
Registration Number:	1780072	CLIPPERSHIP	
Registration Number:	4719875	LEANCONNECT	
Registration Number:	4547438	KEWILL MOVE	
Registration Number:	4533493	KEWILL MOVE	
Registration Number:	4469480	LEANAPPOINT	
Registration Number:	4570783	LEANOPT3	
Registration Number:	4570782	LEANGLOBAL	
Registration Number:	4399719	LEANLOGISTICS	
Registration Number:	4392150	LEANINBOUND	
Registration Number:	4225706	LEANIQ	
Registration Number:	4254979	LEANTMS	
Registration Number:	4138919	LEANFLEET	
Registration Number:	4138920	LEANSOURCE	
Registration Number:	4138921	LEANDEX	
Registration Number:	3976360	GREENLANES	

CH \$565.00 4407877

Property Type	Number	Word Mark
Registration Number:	3853609	GREENLANES
Registration Number:	3091692	ON-DEMAND TMS
Registration Number:	2792327	WEBSETTLE
Registration Number:	2571944	
Registration Number:	2466627	LEANLOGISTICS

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue

Address Line 2: 28th Floor

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	90381.00003
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	06/01/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of May 31, 2016, is entered into by and among (i) **KEWILL LIMITED**, a company organized under the laws of England and Wales (“*Kewill Limited*”), (ii) **KEWILL INC.**, a Delaware corporation (“*Kewill Inc.*”), (iii) **LEANLOGISTICS, INC.**, a Delaware corporation (together with Kewill Limited and Kewill Inc., each individually a “*Grantor*”, and individually and collectively, the “*Grantors*”), and **TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD.** (“*TSL*”), as agent for the below-defined Lenders (in such capacity, together with its successors and assigns in such capacity, “*Administrative Agent*”) pursuant to (a) that certain Guarantee and Collateral Agreement, dated as of May 31, 2016 (as amended, restated, supplemented and otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), by and among the Grantors, certain of the Grantors’ affiliates, and the Administrative Agent, and (b) that certain Credit Agreement, dated as of May 31, 2016 (as amended, restated, supplemented and otherwise modified from time to time, the “*Credit Agreement*”), by and among the Grantors, certain of the Grantor’s affiliates, the banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), the Administrative Agent, TSL, as Sole Lead Arranger, and Wells Fargo Bank, National Association, London Branch, as Documentation Agent.

Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Administrative Agent pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks (as defined in the Guarantee and Collateral Agreement), whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor’s federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Administrative Agent under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Administrative Agent, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Administrative Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND SUBMISSION TO JURISDICTION; WAIVERS SET FORTH IN SECTIONS 8.11 AND 8.12 OF THE GUARANTEE AND COLLATERAL AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

4. Counterparts

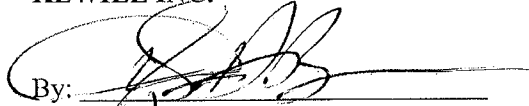
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

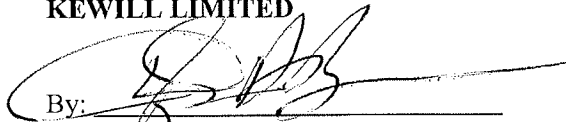
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

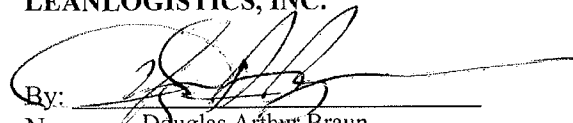
KEWILL INC.

By: 
Name: Douglas Arthur Braun
Title: Chief Executive Officer

KEWILL LIMITED

By: 
Name: Douglas Arthur Braun
Title: Authorized Signatory


LEANLOGISTICS, INC.

By: 
Name: Douglas Arthur Braun
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

TPG SPECIALTY LENDING, EUROPE I
ADVISORS, LTD.


By: 
Name: Daniel Wench
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule A to TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

Registration Number	Registration Date	Application Number	Application Date	Status	Trademark	Registrant
4407877	24-Sep-2013	85583165	29-Mar-2012	Registered	KEWILL NETSHIP	Kewill Inc.
3168102	07-Nov-2006	78751155	10-Nov-2005	Registered	KEWILL	Kewill Limited
1780072	06-Jul-1993	74205543	23-Sep-1991	Registered	CLIPPERSHIP	Kewill Inc.
4719875	14-Apr-2015	86380659	29-Aug-2014	Registered	LEANCONNECT	LeanLogistics, Inc.
4547438	10-Jun-2014	86097169	21-Oct-2013	Registered	KEWILL MOVE and Design KEWILL 	Kewill Inc.
4533493	20-May-2014	86087296	09-Oct-2013	Registered	KEWILL MOVE	Kewill Inc.
4469480	21-Jan-2014	85921480	02-May-2013	Registered	LEANAPPOINT	LeanLogistics, Inc.
4570783	22-Jul-2014	85921482	02-May-2013	Registered	LEANOPT3	LeanLogistics, Inc.
4570782	22-Jul-2014	85921479	02-May-2013	Registered	LEANGLOBAL	LeanLogistics, Inc.
4399719	10-Sep-2013	85838749	01-Feb-2013	Registered	LEANLOGISTICS	LeanLogistics, Inc.
4392150	27-Aug-2013	85829281	29-Mar-2012	Registered	LEANINBOUND	LeanLogistics, Inc.
4225706	16-Oct-2012	85569082	14-Mar-2012	Registered	LEANIQ	LeanLogistics, Inc.
4254979	04-Dec-2012	85422270	14-Sep-2011	Registered	LEANTMS	LeanLogistics, Inc.
4138919	08-May-2012	85422272	14-Sep-2011	Registered	LEANFLEET	LeanLogistics, Inc.
4138920	08-May-2012	85422273	14-Sep-2011	Registered	LEANSOURCE	LeanLogistics, Inc.
4138921	08-May-2012	85422276	14-Sep-2011	Registered	LEANDEX	LeanLogistics, Inc.
3976360	14-Jun-2011	77808191	19-Aug-2009	Registered	GREENLANES	LeanLogistics, Inc.
3853609	28-Sep-2010	77978996	19-Aug-2009	Registered	GREENLANES	LeanLogistics, Inc.

3091692	09-May-2006	78449702	13-Jul-2004	Registered	ON-DEMAND TMS	LeanLogistics, Inc.
2792327	09-Dec-2003	76347320	10-Dec-2001	Registered	WEBSETTLE	LeanLogistics, Inc.
2571944	21-May-2002	75849931	16-Nov-1999	Registered	Design Only 	LeanLogistics, Inc.
2466627	03-Jul-2001	75850856	16-Nov-1999	Registered	LEANLOGISTICS	LeanLogistics, Inc.

Registered Trademarks and Pending Trademark Applications

None.