

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPEED COMMERCE OPERATING COMPANY LLC		06/08/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GARRISON LOAN AGENCY SERVICES LLC, AS COLLATERAL AGENT		
Street Address:	1290 AVENUE OF THE AMERICAS		
Internal Address:	SUITE 914		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4480132	SPEED COMMERCE	
Registration Number:	4480131	SPEED COMMERCE	
Registration Number:	2591571	SPEEDFC	
Registration Number:	4049783	LASTANDFINAL	
Registration Number:	2617909	STARK BRO'S FULFILLMENT SERVICES	
Registration Number:	4719897	SARA	
Registration Number:	4719896	SARA X	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

CH \$190.00 4480132

SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	06/08/2016
Total Attachments: 6 source=Speed Commerce - Trademark Security Agreement (Execution Version)#page1.tif source=Speed Commerce - Trademark Security Agreement (Execution Version)#page2.tif source=Speed Commerce - Trademark Security Agreement (Execution Version)#page3.tif source=Speed Commerce - Trademark Security Agreement (Execution Version)#page4.tif source=Speed Commerce - Trademark Security Agreement (Execution Version)#page5.tif source=Speed Commerce - Trademark Security Agreement (Execution Version)#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of June 8, 2016 (“Trademark Security Agreement”), among SPEED COMMERCE OPERATING COMPANY, LLC, a Delaware limited liability company (the “Grantor”), in favor of GARRISON LOAN AGENCY SERVICES LLC (the “Collateral Agent” or “GLAS”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of June 8, 2016, by and among **SPEED COMMERCE OPERATING COMPANY LLC**, a Delaware limited liability company (“Company”), **SPEED COMMERCE INVESTMENT PARTNERS LLC**, a Delaware limited liability company and the direct parent of the Company (the “**Parent**”) and **CERTAIN SUBSIDIARIES OF COMPANY**, as Guarantors, the Lenders party thereto from time to time, GLAS, as Administrative Agent (in such capacity, “Administrative Agent”), Collateral Agent and Lead Arranger (in such capacity, “Lead Arranger”), **CORBIN OPPORTUNITY FUND, L.P.**, as Term Loan A Agent (in such capacity, “Term Loan A Agent”) and GLAS, as Term Loan B Agent (in such capacity, “Term Loan B Agent”) (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 Borrower 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 Pledge and Security 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 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 Borrower 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 Borrower 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, if 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 Secured Party, 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, in each case, whether now owned or existing or hereafter acquired and wherever located (the "Trademark Collateral"):

- (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including (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 Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit and claims and payments 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, or for any injury to goodwill. 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 and Term Loan A 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, 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 11 of the Pledge and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

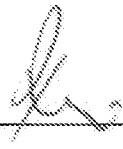
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SPEED COMMERCE OPERATING COMPANY
LLC**

By: _____

Name: Hari Pillai

Title: Chief Executive Officer



[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005810 FRAME: 0874**

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

GARRISON LOAN AGENCY SERVICES LLC

By:



Name: Michael Butler

Title: Secretary

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Application/ Registration No.	Application/ Registration Date	Owner
SPEED COMMERCE	85/882,453- 4480132	3/21/2013	SPEED COMMERCE OPERATING COMPANY LLC
SPEED COMMERCE	85/882,442- 4480131	3/21/2013	SPEED COMMERCE OPERATING COMPANY LLC
SPEED FC	76/334,894- 2591571	11/06/2011	SPEED COMMERCE OPERATING COMPANY LLC
LastandFinal	4049783	11/01/2001	SPEED COMMERCE OPERATING COMPANY LLC
Stark Bro's Fulfillment Services	2617909	09/10/2002	SPEED COMMERCE OPERATING COMPANY LLC
SARA	4719897	4/14/2015	SPEED COMMERCE OPERATING COMPANY LLC
SARA S	4719896	4/14/2015	SPEED COMMERCE OPERATING COMPANY LLC