

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MINCRON SBC CORPORATION		07/13/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Security Agent		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4447937	M	
Registration Number:	4504336	SMARTWARE	
Registration Number:	4524608	CONNECTSMART	
Registration Number:	4532165	FABSMART	
Registration Number:	4509455	WEBSMART	
Registration Number:	4411213	BESMART	
Registration Number:	4411212	IMAGESMART	
Registration Number:	4411211	SIGSMART	
Registration Number:	4411210	EDISMART	
Registration Number:	4411209	DMISMART	
Registration Number:	4411208	VMISMART	
Registration Number:	4411206	CONSIGNSMART	
Registration Number:	4411205	SCANSMART	
Registration Number:	4411204	STOCKSMART	
Registration Number:	4414238	SMARTDISTRIBUTOR	
Registration Number:	4358100	MINCRON STREETSMART APPS	
Registration Number:	4346091		
Registration Number:	4349402	MINCRON SOFTWARE SYSTEMS	
TRADEMARK			

OP \$565.00 4447937

Property Type	Number	Word Mark
Registration Number:	4349399	MINCRON
Registration Number:	3954309	MYHD
Registration Number:	2554195	WEB COMMERCE
Serial Number:	87082103	SHOWSMART

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F164242
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	07/13/2016

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 13, 2016 by and between the Grantors listed on the signature page hereto (collectively, the "*Grantor*") and **SILICON VALLEY BANK**, as security agent for the Secured Parties (in such capacity, the "*Security Agent*").

RECITALS

A. The Secured Parties (as defined in the Facilities Agreement (defined below) have agreed to make certain advances of money and to extend certain financial accommodations (the "*Loans*") to certain affiliates of Grantor in the amounts and manner set forth in that certain Senior Multicurrency Term and Revolving Facilities Agreement, dated as of February 6, 2015, amended and restated pursuant to that certain Amendment and Restated Deed dated as of August 5, 2015 and as further amended and restated pursuant to that certain Amendment and Restatement Deed dated as of June 30, 2016 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Facilities Agreement*"), among **FLORENCE TOPCO LIMITED** a company registered in England and Wales having its registered address at Unit 2A Herongate, Charnham Park, Hungerford, Berkshire, RG17 0YU and with company registration number 09353225 (the "*Parent*"), the Borrowers (as defined in the Facilities Agreement), the Guarantors (as defined in the Facilities Agreement) party thereto (each a "*Guarantor*" and collectively, the "*Guarantors*"), the Security Agent and certain other parties thereto. Unless otherwise defined herein, capitalized terms shall have the respective meanings given to such terms in the Collateral Agreement (as defined herein).

B. In consideration of the agreement by the Secured Parties to make the Loans under the Facilities Agreement, the Grantors have entered into that certain Collateral Agreement in favor of the Security Agent, dated as of July 23, 2015 through that certain Assumption Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "*Collateral Agreement*").

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to the Security Agent, for the Secured Parties, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Secured Obligations under the Facilities Agreement and the Finance Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Secured Obligations under the Facilities Agreement and the Collateral Agreement, Grantor grants and pledges to the Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Security Agent under the Collateral Agreement. The rights and remedies of the Security Agent with respect to the

security interest granted hereby are in addition to those set forth in the Collateral Agreement, and those which are now or hereafter available to the Security Agent as a matter of law or equity. Each right, power and remedy of the Security Agent provided for herein or in the Collateral Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Security Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement and the Collateral Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Security Agent, of any or all other rights, powers or remedies.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MINCRON SBC CORPORATION

By: _____
Name: Nigel Bedford
Its: Treasurer and Secretary

SECURITY AGENT:

SILICON VALLEY BANK

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MINCRON SBC CORPORATION

By: _____
Name: _____
Its: _____

SECURITY AGENT:

SILICON VALLEY BANK

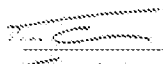
By:  _____
Name: Tommy G. Jones _____
Its: _____

EXHIBIT A

Copyright		
Title	Number	Date
Data miner: MSS/DM (Data miner) V1R2ml.	TX0004959069	1997
EDI interface: MSS/EI (EDI interface) V1R10ml.	TX0004959068	1999
Hardgoods distribution (MSS/HD hard goods distribution V1R10ml) & 10 other titles.	V3560D613	2008
Hardgoods distribution (MSS/HD hard goods distribution V1R10ml) & 8 other titles.	V3475D722	2001
Hardgoods distribution (MSS/HD hard goods distribution V1R10ml) & 11 other titles.	V3562D082	2008
Hardgoods distribution (MSS/HD hard goods distribution V1R10ml) & 8 other titles.	V3474D148	2001
Hardgoods distribution (MSS/HD hard goods distribution V1R10ml) & 8 other titles.	V3442D780	1999
Hardgoods distribution (MSS/HD hard goods distribution V1R10ml) & 8 other titles & 13 other titles.	V3615D466	2012
Hardgoods distribution (MSS/HD hard goods distribution V1R10ml) & 8 other titles. (Part 001 of 002)	V3442D779	1999
Hardgoods distribution : MSS/HD (hardgoods distribution) V1R1ml.	TX0004959075	1999
Remote Commerce : MSS/RC (remote commerce) V1R1m1	TX0004959070	1997
Task tracker : MSS/TT (task tracker) V1R1m1	TX0004959074	1999
Utility toolbox : MSS/UT (utility toolbox) V1R2m1	TX0004959072	1999
Warehouse manager : MSS/WM (warehouse manager) V1R1m4.	TX0004959071	1999
Web commerce : MSS/WC (web commerce) V1R1m1.	TX0004959073	1999
Work orders : MSS/WO (work orders) V1R2m1.	TX0004959067	1996

EXHIBIT B

Patents

None.

Patent Applications

None.

EXHIBIT C

Trademarks			
Work Mark	Serial Number	Registration Number	Live/Dead
M	85952759	4447937	Live
SMARTWARE	85915860	4504336	Live
CONNECTSMART	85915845	4524608	Live
FABSMART	85915830	4532165	Live
WEBSMART	85915804	4509455	Live
BESMART	85915783	4411213	Live
IMAGESMART	85915743	4411212	Live
SIGSMART	85915721	4411211	Live
EDISMART	85915156	4411210	Live
DMISMART	85915130	4411209	Live
VMISMART	85915111	4411208	Live
CONSIGNSMART	85913755	4411206	Live
SCANSMART	85913597	4411205	Live
STOCKSMART	85913277	4411204	Live
SMARTDISTRIBUTOR	85857120	4414238	Live
MINCRON STREETSMART APPS	85791961	4358100	Live
Graphic of diamond from old logo	85735525	4346091	Live
MINCRON SOFTWARE SYSTEMS	85735410	4349402	Live
MINCRON	85735191	4349399	Live
MYHD	85116424	3954309	Live
WEB COMMERCE	75727316	2554195	Live
SHOWSMART ¹	87082103	N/A	Live

¹ Note: As of date hereof, mark is an intent-to-use application.