

900382371 10/21/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM402980

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zones, Inc.		10/21/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Wells Fargo Commercial Distribution Finance, LLC		
Street Address:	2300 Windy Ridge Parkway		
Internal Address:	Suite 700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Limited Liability Company: UNKNOWN Delaware <i>Step 11/3/16</i>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3653685	ZONES	
CORRESPONDENCE DATA			
Fax Number:	3146127697		
<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:	3144447697		
Email:	sgeisen@lewisrice.com		
Correspondent Name:	Sara L. Geisen		
Address Line 1:	600 Washington Avenue		
Address Line 2:	Suite 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Sara L. Geisen		
SIGNATURE:	/Sara L. Geisen/		
DATE SIGNED:	10/21/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of October 21, 2016, and is by Zones, Inc., a Washington corporation ("Grantor"), in favor of Wells Fargo Commercial Distribution Finance, LLC, as administrative agent for itself and the other Lenders ("Administrative Agent").

RECITALS

A. Grantor and the other Borrowers, the Administrative Agent and Lenders have entered into an Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Administrative Agent and the Lenders have agreed to make loans to Grantor.

B. Pursuant to the terms of the Loan Documents, Grantor has granted to Administrative Agent a continuing Security Interest and lien in all of its Intellectual Property, including all Trademarks, to secure the payment and performance of the Loan Obligations.

C. Pursuant to the Credit Agreement and the Loan Documents, Grantor is required to execute and deliver to Administrative Agent this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Credit Agreement or if not defined therein as defined in the other Loan Documents.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following (collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations:


- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1. Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This Security Interest and lien is granted in conjunction with the Security Interests and liens granted to Administrative Agent pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

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

Zones, Inc., a Washington corporation

By: 
Print Name: RONALD P. MCTUBERT
Title: SVP, CFO

Acknowledged:

Wells Fargo Commercial Distribution Finance, LLC, as Administrative Agent

By: _____
Print Name: _____
Title: _____


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

Zones, Inc., a Washington corporation

By: _____
Print Name: _____
Title: _____

Acknowledged:

Wells Fargo Commercial Distribution Finance, LLC, as Administrative Agent

By: 
Print Name: _____ **Jack F. Morrone**
Title: _____ **Duly Authorized Signatory**

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks:

Mark	Application No. (Serial)/ Registration No.	Date of Filing/ Registration	Country
ZONES	Reg. No. 3,653,685	8/25/2008	United States of America

Pending Trademark Applications:

None

Trademark Licenses:

None