

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Inventory Service Ltd.		11/17/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Canadian Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3243851	WIS INTERNATIONAL	
Registration Number:	2954178	WISARD	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	11/18/2016		
Total Attachments: 6			
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CANADIAN FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This CANADIAN FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 17, 2016, is made by Western Inventory Service Ltd., a Canadian corporation ("Grantor"), in favour of Antares Capital LP ("Antares"), as agent for the Secured Parties (as defined in the Canadian First Lien Pledge and Security Agreement referred to below) (in such capacity, the "Canadian Agent").

RECITALS:

A. Pursuant to the First Lien Credit Agreement, dated as of December 20, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WIS Holding Company, Inc., a Delaware corporation ("Parent"), WIS Holdings Corp., a Delaware corporation, WIS Holdings Ltd., a Canadian corporation ("Canadian Holdings"), Washington Inventory Service, a California corporation ("US Borrower"), Western Inventory Service Ltd., a Canadian corporation ("Canadian Borrower" and together with US Borrower, the "Borrowers" and each a "Borrower"), the Canadian Agent, Antares Capital LP, as US Agent ("US Agent"), the Lenders party thereto, Antares as administrative and collateral agent for the Canadian Lenders (as defined in the Credit Agreement), BMO Capital Markets ("BMOCM"), as syndication agent, GE Capital Markets, Inc., GE Capital Markets (Canada) Ltd. and BMOCM, as joint lead arrangers, and CIT Financial Ltd., ING Capital LLC and Ally Commercial Finance LLC, as co-documentation agents, the Lenders and the Issuing Lenders (as defined in the Credit Agreement) have agreed, subject to the terms and conditions set forth in the Credit Agreement, to extend credit to the Borrowers; and

B. The Grantor is party to that certain Canadian First Lien Pledge and Security Agreement dated as of December 20, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Canadian First Lien Pledge and Security Agreement"), in favour of the Canadian Agent pursuant to which the Grantors are required to execute and deliver this Canadian First Lien Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Canadian Agent to enter into the Credit Agreement and to induce the Lenders to make Loans thereunder, and the Issuing Lenders to Issue Letters of Credit thereunder, the Grantor hereby agrees with the Canadian Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the Canadian First Lien Pledge and Security Agreement shall have the meaning given to them in the Credit Agreement or the Canadian First Lien Pledge and Security Agreement, as the case may be.

SECTION 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

2.1 The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Canadian Agent, for the benefit of the Secured Parties, and grants to the Canadian Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Assets) of the Grantor (the "Intellectual Property Collateral"):

(a) all of its Copyrights and Copyright Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, renewals, continuations or extensions of the foregoing; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License;

and

(d) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(e) all reissues, re-examinations, continuations, continuations-in-party, divisions or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, future infringement or dilution of any Patent or Patent licensed under any Patent License;

and

(g) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(h) all reissues, renewals, continuations or extensions of the foregoing;

(i) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(j) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

and

(k) all of its Internet domain names and Software, including, without limitation, those referred to on Schedule I hereto; and

(l) all goodwill of the business connected with the use of, and symbolized by, each internet domain name and material Software;

and

(m) all of its Designs providing for the grant by or to the Grantor of any right under any Design, including, without limitation, those referred to on Schedule I hereto;

(n) all income, royalties, Proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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; and

(o) all Proceeds of the foregoing.

SECTION 3. CANADIAN FIRST LIEN PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Canadian First Lien Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Canadian Agent pursuant to the Canadian First Lien Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Canadian Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Canadian First Lien Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

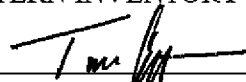
SECTION 4. GOVERNING LAW

4.1 THIS CANADIAN FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS CANADIAN FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

[Signatures Pages Follow]

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

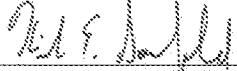
WESTERN INVENTORY SERVICE LTD.

By: 
Name: TOM COMPOIANIS
Title: CFO

ACCEPTED AND AGREED

as of the date first written above:

ANTARES CAPITAL LP, as Canadian Agent

By: 

Name: **Kirk E. Sonnefeld**

Title: **Duly Authorized Signatory**

[Signature Page to Canadian First Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 005925 FRAME: 0911

**SCHEDULE I
TO
CANADIAN FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
INTELLECTUAL PROPERTY**

Patents:

Grantor	Patent	Filing Date	Owned/License	Registration No.
Western Inventory Service Ltd.	Hand-held data collector with removable scanner	July 9, 2010	Owned	D,646,282
Western Inventory Service Ltd.	Hand-held data collector with removable scanner	July 9, 2010	Owned	D,633,501
Western Inventory Service Ltd.	Hand-held data collector with detachable scanner	December 3, 2010	Owned	8,528,822
Western Inventory Service Ltd.	Combined hand-held data collector base and detachable scanner	January 10, 2011	Owned	D,660,297
Western Inventory Service Ltd.	Hand-held data collector with detachable scanner	August 1, 2013	Owned	8,960,552
Western Inventory Service Ltd.	Inventory system and method	July 11, 2014	Owned	[Pending application no. 14328,761]

Trademarks:

Grantor	Trademarks	Filing Date	Owned/License	Registration No.
Western Inventory Service Ltd.	WIS INTERNATIONAL	November 10, 2005	Owned	3,243,851
Western Inventory Service Ltd.	WISARD	May 24, 2005	Owned	2,954,178