

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EQUIPPED LLC		12/01/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	MERION INVESTMENT PARTNERS III, L.P.		
Street Address:	555 EAST LANCASTER AVENUE		
City:	RADNOR		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4871967	REFURBISHED. SUPPORTED.	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	PECSENYE@BLANKROME.COM		
Correspondent Name:	TIMOTHY D. PECSENYE		
Address Line 1:	ONE LOGAN SQUARE		
Address Line 2:	8TH FLOOR		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	120852-01020		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	12/08/2016		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“**Agreement**”), dated as of December 1, 2016, by and between **EQUIPPED LLC**, a New York limited liability company (“**Grantor**”), in favor of **MERION INVESTMENT PARTNERS III, L.P.**, as agent for the Lenders (as defined below) (“**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Subordinated Term Loan and Security Agreement dated as of the date hereof, by and among Grantor (together with any party joined thereto as a borrower, the “**Borrowers**” and each a “**Borrower**”), the Senior Subordinated Term Loan A Lender party thereto (“**Senior Subordinated Term Loan A Lender**”), the Senior Subordinated Term Loan B Lenders party thereto (“**Senior Subordinated Term Loan B Lenders**”, together with Senior Subordinated Term Loan A Lender, the “**Lenders**” and each a “**Lender**”) and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Loan Agreement**”), the Lenders have agreed to make Loans to the Grantor and the other Borrowers;

WHEREAS, pursuant to the Loan Agreement, Grantor granted to Agent, a continuing security interest in, lien on, and right of set off against all Trademarks (as defined below) of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement. The term “**Trademarks**” shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on **Schedule A** attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in, to and under

the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule A attached hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. **AGREEMENT; LOAN AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

4. **MODIFICATION OF AGREEMENT.** This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, Agent may modify this Agreement, after obtaining Grantor's signatures to such modification, by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by Grantor or any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

5. **COUNTERPARTS.** Two or more duplicate originals of this Agreement may be signed by the parties, and each such duplicate original may be signed in counterparts, each of which such originals shall be an original but all of which together shall constitute one and the same instrument. Signatures delivered by electronic mail, facsimile or other electronic transmission shall bind the parties hereto.

6. **ASSIGNMENTS.** This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Agent and its successors and assigns.

7. **GOVERNING LAW. THIS AGREEMENT AND ALL OF THE OTHER LOAN DOCUMENTS AND ALL MATTERS ARISING HEREFROM OR THEREFROM OR RELATING HERETO OR THERETO (WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO ITS OTHERWISE APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.**

8. SEVERABILITY. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not alter or impair the remaining provisions of this Agreement, which shall continue in full force and effect.

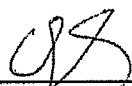
9. JURY TRIAL. GRANTOR, EACH LENDER AND AGENT HEREBY WAIVES ANY AND ALL RIGHTS SUCH PERSONS MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION COMMENCED BY OR AGAINST ANY OF THEM WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, AND ALL MATTERS ARISING HEREFROM OR RELATING HERETO.

10. JURISDICTION. GRANTOR IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COMMONWEALTH OF PENNSYLVANIA OR THE UNITED STATES DISTRICT COURT OF THE EASTERN DISTRICT OF PENNSYLVANIA (PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST THE COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OR ANY LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT OR SUCH LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND) AND IRREVOCABLY AGREES TO SERVICE OF PROCESS AS SET FORTH IN SECTION 9.7 OF THE LOAN AGREEMENT, TO THE NOTICE ADDRESS FOR BORROWERS SET FORTH THEREIN. GRANTOR AND AGENT EACH WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

[SIGNATURES ON FOLLOWING PAGES]

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

EQUIPPED LLC

By: 
Name: Yacov Lipskier
Title: Manáger

ACCEPTED AND ACKNOWLEDGED BY:

MERION INVESTMENT PARTNERS III, L.P.,

By: Merion Financial Partners III, L.P., its General
Partner

By: Phineas Management, LLC, its General
Partner

By: 

Name: William M. Means

Title: Member

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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TRADEMARK
REEL: 005942 FRAME: 0291

SCHEDULE A

Trademarks

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER
REFURBISHED. SUPPORTED.	4871967	December 15, 2015	eQuipped LLC

Registered Domain Names: None

Trade Names: None