

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUPPLYONE, INC.		02/01/2017	Corporation: DELAWARE
SUPPLYONE NEW YORK, INC.		02/01/2017	Corporation: NEW YORK
SUPPLYONE ROCKWELL, INC.		02/01/2017	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC		
Internal Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4709498	YOUR SOLUTIONS PEOPLE	
Registration Number:	4709499	IPC	
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:	BLANK ROME LLP		
Address Line 2:	ONE LOGAN SQUARE		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-01197		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		

OP \$65.00 4709498

DATE SIGNED:	02/07/2017
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Total Attachments: 7

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- source=Second A&R - Amend 3 - Supplement to IP Security Agreement (SupplyOne)#page3.tif
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Supplement to Amended and Restated Patents, Trademarks and Copyrights IP Security Agreement

This Supplement to Security Agreement (“Supplement”), dated as of February 1, 2017, is by and among **SUPPLYONE, INC.**, a Delaware corporation with its chief executive office located at 11 Campus Blvd., Suite 150, Newton Square, Pennsylvania 19073 (“SupplyOne”), **SUPPLYONE NEW YORK, INC.**, a New York corporation with its chief executive office located at 143 Getty Avenue, Paterson, New Jersey 07503 (“SONY”) and **SUPPLYONE ROCKWELL, INC.**, a Virginia corporation with its chief executive office located at 729 Palmer Road Rockwell, NC 28138 (“Rockwell”; together with SupplyOne and SONY, collectively referred to herein as “Grantors”) and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent and collateral agent for Lenders (in each such capacity, “Agent”), having a mailing address of 1600 Market Street, Philadelphia, Pennsylvania 19103, Attn: Janeann Fehrle, Senior Vice President.

BACKGROUND

A. This Supplement is being delivered in connection with (i) that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of December 23, 2014, by and among Grantors, certain affiliates of Grantors party thereto, as borrowers (collectively with Grantors, the “Borrowers” and each a “Borrower”), certain financial institutions which are now or which hereafter become a party thereto as lenders (“Lenders”) and Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “Credit Agreement”) and (ii) that certain Amended and Restated Patents, Trademarks and Copyrights Security Agreement, dated July 20, 2007, by and among Grantors and Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “IP Security Agreement”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the IP Security Agreement.

B. Pursuant to the Credit Agreement and the IP Security Agreement, Grantors granted to Agent, for the benefit of Lenders, a lien on and security interest in all of Grantors’ Trademarks (as defined therein).

C. Grantors have acquired certain additional trademarks set forth on Schedule A-1 attached hereto and made part hereof (collectively, “Additional Trademarks”).

D. Grantors and Agent desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Agent’s lien on and security interest in the Additional Trademarks, as set forth more fully in the IP Security Agreement and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement, the IP Security Agreement and the Other Documents (as defined in the Credit Agreement) and for other

good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Grantors grant a lien and security interest to Agent for the ratable benefit of Lenders, in all of their present and future right, title and interest in and to the Additional Trademarks and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Grantors acknowledge and confirm that the rights and remedies of Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Credit Agreement and the IP Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the IP Security Agreement contained in the Credit Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule A to the IP Security Agreement is hereby supplemented by the information contained on Schedule A-1. All references to Schedule A contained in the Credit Agreement, IP Security Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Credit Agreement and the IP Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of 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 by facsimile or PDF shall also bind the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

SUPPLYONE, INC.
SUPPLYONE NEW YORK, INC.
SUPPLYONE ROCKWELL, INC.

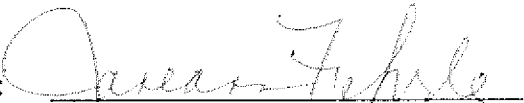
By: *William M. Laughlin*
Name: William M. Laughlin
Title: Senior Vice President, Administration of
each of the foregoing

[Signature Page to Supplement to IP Security Agreement]

TRADEMARK
REEL: 005984 FRAME: 0135

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as agent under the Credit Agreement

By: 

Name: Jancann Fehrle

Title: Senior Vice President

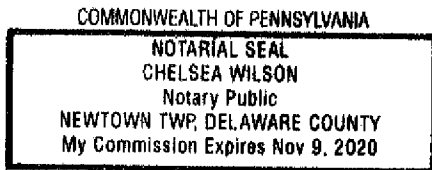
[Signature Page to Supplement to IP Security Agreement]

TRADEMARK
REEL: 005984 FRAME: 0136

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA *Delaware* :

On this 26 of January, 2017, before me personally appeared William M. Laughlin to me known and being duly sworn, deposes and says that he is the Senior Vice President, Administration of each of SupplyOne, Inc., SupplyOne New York, Inc. and SupplyOne Rockwell, Inc., each a corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of such corporation.



Chelsea Wilson
Notary Public


My Commission Expires: 11/9/2020

SCHEDULE A-2

Part 1

U.S. Registered Assets

TRADEMARKS

Registration Number	Trademark	Date Applied	Applicant	Registered Owner
4,709,499	 IPC	March 24, 2015	DISTRIBUTORSHIP SERVICES IN THE FIELDS OF INDUSTRIAL ABRASIVES AND ADHESIVES, PACKAGING MATERIALS AND EQUIPMENT, PROTECTIVE SAFETY DEVICES, NAMELY, PROTECTIVE EYEWEAR, EAR WEAR AND GLOVES, PROTECTIVE CLOTHING AND RESPIRATORY DEVICES, AND SANITATION AND JANITORIAL MATERIALS.	SupplyOne, Inc.
4,709,498	YOUR SOLUTIONS PEOPLE	March 24, 2015	DISTRIBUTORSHIP SERVICES IN THE FIELDS OF INDUSTRIAL ABRASIVES AND ADHESIVES, PACKAGING MATERIALS AND EQUIPMENT, PROTECTIVE SAFETY DEVICES, NAMELY, PROTECTIVE EYEWEAR, EAR WEAR AND GLOVES, PROTECTIVE CLOTHING AND RESPIRATORY DEVICES, AND SANITATION AND	SupplyOne, Inc.

			JANITORIAL MATERIALS.	
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TRADEMARK APPLICATIONS

NONE