

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Nino Jefferson Lim		03/21/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	CIT Bank, N.A., as administrative agent		
Street Address:	75 N. Fair Oaks Avenue (CLAS-PAS-04-02)		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86902753	GLOBAL CITY INTERNATIONAL MARKET	
Registration Number:	5096490	BREAD REPUBLIC	
Registration Number:	4898404	ISLAND PACIFIC	
Registration Number:	4898403	ISLAND PACIFIC	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8446		
Email:	vickie.lee@kattenlaw.com		
Correspondent Name:	Vickie Lee c/o Katten Muchin Rosenman		
Address Line 1:	525 W. Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Vickie Lee		
SIGNATURE:	/Vickie Lee/		
DATE SIGNED:	03/24/2017		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of March 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by NINO JEFFERSON LIM (the "Grantor"), in favor of CIT BANK, N.A., as administrative agent (in such capacity, the "Agent") for the lenders party to that certain Credit Agreement dated as of the date hereof among Island Pacific Distribution, Inc., a California corporation, and other Borrowers party thereto (the "Borrowers"), the several banks and other lenders from time to time party thereto (the "Lenders", and collectively with the Agent, the "Creditor Parties"), and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Reference is also made to that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantor and Borrower Grantors party thereto in favor of the Agent for the benefit of the Credit Parties.

The Lenders have agreed to extend credit to the other Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to the Agent, its successors and assigns, for the benefit of the Credit Parties, a security interest in and to, liens on, and all right, title and interest of the Grantor in and to any and all of the trademark and service mark registrations and applications for registration set forth in Schedule I attached hereto and the goodwill of Grantor's business connected with and symbolized by such registrations and applications (collectively, the "Marks"; provided that the Marks shall not include any "intent to use" trademark or service mark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark).

SECTION 3. **Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Creditor Parties pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Creditor Parties with respect to the Marks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by

reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

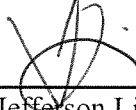
SECTION 4. *GOVERNING LAW.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO ITS CHOICE OF LAW RULES.

SECTION 6. *Execution In Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

GRANTOR




Nino Jefferson Lim

Trademark Security Agreement

TRADEMARK
REEL: 006017 FRAME: 0901

Schedule I

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
Global City International Market (block letters)	86902753	02-09-2016	N/A	N/A	Published (Pending) Intent to use
Bread Republic (block letters)	86687498	07-08-2015	5096490	12-06-2016	Registered
Island Pacific (block letters)	86685962	07-07-2015	4898404	02-09-2016	Registered
 (word and design)	86685954	07-07-2015	4898403	02-09-2016	Registered