

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430662

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Western Inventory Service Ltd.		06/08/2017	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Canadian Agent		
<b>Street Address:</b>	500 West Monroe street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3243851	WIS INTERNATIONAL	
<b>Registration Number:</b>	2954178	WISARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	312/876-7628		
<b>Email:</b>	linda.kastner@lw.com		
<b>Correspondent Name:</b>	Linda R. Kastner, c/o Latham & Watkins		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>NAME OF SUBMITTER:</b>	Linda Kastner		
<b>SIGNATURE:</b>	/lk/		
<b>DATE SIGNED:</b>	06/09/2017		
<b>Total Attachments: 7</b>			
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**CANADIAN INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 8, 2017 by the entity listed on the signature page below (the “Grantor”, in favour of Antares Capital LP (“Antares”), as agent for the Secured Parties (as defined in the Canadian Pledge and Security Agreement referred to below) (in such capacity, the “Canadian Agent”).

**RECITALS:**

A. Pursuant to that certain Credit Agreement, dated as of June 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Retail Services WIS Holdings Corporation, a Delaware corporation (“Parent”), Retail Services WIS Corporation, a Delaware corporation (the “US Borrower”), Western Inventory Service Ltd., a Canadian corporation (“Canadian Borrower”, and together with US Borrower, each a “Borrower”, and collectively, the “Borrowers”), the Lenders party thereto, Antares Capital LP as administrative agent and collateral agent for the US Lenders (“US Agent”), Antares Capital LP as administrative and collateral agent for the Canadian Lenders (“Canadian Agent”) and the other parties party thereto 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 Pledge and Security Agreement dated as of June 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Canadian Pledge and Security Agreement”), among Canadian Borrower, WIS Holdings Ltd. and Canadian Agent pursuant to which the Grantor is required to execute and deliver this Canadian 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 Pledge and Security Agreement shall have the meaning given to them in the Credit Agreement or the Canadian 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 (as defined in the Canadian Pledge and Security Agreement) 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 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;

(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;

(d) all of its Patents 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;

(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;

(g) all of its Trademarks 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;

(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 (ii) injury to the goodwill associated with any Trademark;

(k) [Reserved];

(l) [Reserved];

(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. PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Canadian Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Canadian Agent pursuant to the Canadian 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 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

THIS CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS CANADIAN 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, Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WESTERN INVENTORY SERVICE LTD.,  
as Grantor

By:

  
Name: James Rose

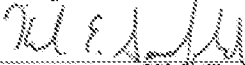
Title: Chief Executive Officer

[Signature Page to Canadian US IP Security Agreement]

**TRADEMARK**  
**REEL: 006080 FRAME: 0849**

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**

**SCHEDULE  
TO  
CANADIAN INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

**US INTELLECTUAL PROPERTY**

**Trademark and Trademark Licenses**

<b>Owner of Record</b>	<b>Trademark</b>	<b>App./Reg. No.</b>
Western Inventory Service Ltd.	WIS International	3,243,851 (US)
Western Inventory Service Ltd.	Wisard	2,954,178 (US)

**Patents and Patent Licenses**

<b>Owner</b>	<b>Name</b>	<b>Patent / Application No. (Filing Date):</b>
Western Inventory Service Ltd.	“Hand-held Data Collector with Removable Scanner”	Patent No. D,646,282; US App. No. 29/365,524 (Jul. 9, 2010)
Western Inventory Service Ltd.	“Hand-held Data Collector with Removable Scanner”	Patent No. D,633,501; US App. No. 29/365,528 (Jul. 9, 2010)
Western Inventory Service Ltd.	“Hand-held Data Collector with Detachable Scanner”	Patent No. 8,528,822; US App. No. 12/960,124 (Dec. 3, 2010)
Western Inventory Service Ltd.	“Combined Hand-held Data Collector Base and Detachable Scanner”	Patent No. D,660,297; US App. No. 29/382,946 (Jan. 10, 2011)
Western Inventory Service Ltd.	“Hand-held Data Collector with Detachable Scanner”	Patent No. 8,960,552
Western Inventory Service Ltd.	“Inventory System and Method”	Pending Application No. 14328,761



**Copyrights**

Nil.