

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CrossCom National, LLC		07/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A. (as successor by merger to LaSalle Bank National Association)		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2549851	EXPRESS RESTORE	
Registration Number:	2566428	CROSSCOM NATIONAL RETAILER COMMUNICATION	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Matthew R. Limbert		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith, LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Matthew R. Limbert		
SIGNATURE:	/Matthew R. Limbert/		
DATE SIGNED:	07/11/2017		
Total Attachments: 9			
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**THIRD AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is dated for reference purposes only as of July 10, 2017, by and between CrossCom National, LLC, a Delaware limited liability company, with its principal place of business at 900 Deerfield Parkway, Buffalo Grove, Illinois 60015 (“**Borrower**”) and Bank of America, N.A. (as successor by merger to LaSalle Bank National Association), with its principal place of business at 135 South LaSalle Street, Chicago, Illinois 60603 (“**Bank**”).

WITNESSETH:

WHEREAS, Borrower and Bank are parties to that certain Second Amended and Restated Trademark Security Agreement dated for reference purposes only as of August 23, 2010 (the “**Existing TSA**”);

WHEREAS, pursuant to the terms of that certain Third Amended and Restated Loan and Security Agreement dated for reference purposes only as of even date herewith by and between Borrower, the other Loan Parties party thereto and Bank (as amended, restated, supplemental other otherwise modified from time to time, the “**Loan Agreement**”), Bank has, subject to the satisfaction of certain conditions precedent, agreed to lend monies and/or make advances, extensions of credit and other financial accommodations (collectively, the “**Loans**”) to, on behalf or for the benefit of Borrower; and

WHEREAS, Bank has required as a condition, among others, to the making of the Loans to Borrower, in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations, that Borrower execute and deliver this Agreement to Bank.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Existing TSA is hereby amended and restated in its entirety as follows:

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
2. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
3. Security Interest in Trademarks and Licenses. To secure a prompt, complete and timely payment, performance and satisfaction of all of the Secured Obligations, Borrower hereby grants to Bank, for the benefit of Bank, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower’s now owned or existing or hereafter

acquired or arising (except to the extent that the grant of such security interest is prohibited by, or would invalidate Borrower's rights in, any of the following):

(a) trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, domain names and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, domain names and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) the goodwill of Borrower's business symbolized by the foregoing and connected therewith and (v) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party in connection with any of the Trademarks or such other party's Trademarks and registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names and trade styles, whether Borrower is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the occurrence and during the continuation of an Event of Default, to prepare and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (all of the foregoing are hereinafter referred to collectively as the "**Licenses**").

4. New Trademarks and Licenses. Borrower hereby represents and warrants to Bank that (i) Schedule A sets forth all of the registered Trademarks and domain names owned by Borrower as of the date of this Agreement, (ii) Schedule B sets forth all of the Licenses held by Borrower as of the date of this Agreement and (iii) no other liens, claims or security interests have been granted by Borrower to any other Person in such Trademarks and Licenses. Borrower hereby agrees that if, prior to the termination of this Agreement, Borrower shall obtain rights to any new Trademarks, file any application for registration thereof, become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or Licenses, or enter into any new License, then (i) the provisions of this Agreement shall automatically apply thereto (except to the extent that the grant of such security interest is prohibited by, or would invalidate Borrower's rights in, any of the foregoing), (ii) Borrower shall promptly furnish written notice thereof to Bank together with information sufficient to permit Bank, upon its receipt of such notice, to modify this Agreement, as appropriate, by amending Schedules A and B and (iii) Borrower shall execute and deliver, with regard to any Trademarks, any agreements, instruments and documents that Bank may reasonably request from time to time to further effect and confirm the assignment and grant of security interest created by this Agreement in such

Trademarks, and Borrower hereby appoints Bank, at all times during the continuance of an Event of Default, its attorney-in-fact to execute, deliver and record any and all such agreements, instruments and documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an interest, shall be irrevocable for so long as this Agreement shall be in effect with respect to Borrower.

5. Royalties. Borrower hereby agrees that the use by Bank of the Trademarks and Licenses as authorized hereunder shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Borrower.

6. Termination of Bank's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Secured Obligations and termination of the Loan Agreement, this Agreement shall terminate. Following such termination, Bank shall, upon the request of Borrower, execute a written release confirming the termination and any and all other documents reasonably requested by Borrower or the United States Patent and Trademark Office or any similar office or agency in any state, province or county, in connection with such termination.

7. Duties of the Borrower. Borrower shall (i) prosecute diligently any Trademark or service mark application, if any, that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registrable trademarks or service marks as Borrower deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of Borrower's rights in the Trademarks and Licenses material to Borrower's business, whether now existing or hereafter acquired or arising, including, without limitation, making timely filings with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

8. Bank's Right to Sue. After the occurrence and during the continuation of an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks or Licenses and, if the Bank shall commence any such suit, Borrower shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Bank for all Costs incurred by Bank in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Waivers. No course of dealing between Borrower and Bank and no failure or delay on the part of Bank to exercise, or delay in exercising, any right, power or privilege hereunder, under the Loan Agreement or under any other agreement, shall operate as a waiver of any of Banks' rights, powers or partial exercise of any right, power or privilege hereunder, under the Loan Agreement or under any other agreement.

10. Modification. This Agreement may not be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by Borrower and Bank.

11. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Bank with respect to the Trademarks or Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and during the continuance of an Event of Default, Borrower hereby appoints Bank and all Persons as Bank may designate, in its sole and absolute discretion, as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid in full and all financing arrangements between Bank and Borrower shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located or deemed located.

12. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to Bank, for the benefit of Bank, and its nominees. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower. Borrower shall not assign its obligations hereunder without Bank's prior written consent.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Notices. All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with Section 16.13 of the Loan Agreement.

15. Duty of Bank. Bank shall not be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Trademarks or Licenses except as a result of the gross negligence or willful misconduct of Bank. Without limiting the generality of the foregoing, Bank shall not be under any obligation to take any action necessary to preserve rights in the Trademarks or Licenses against any other Persons but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Secured Obligations secured hereby.

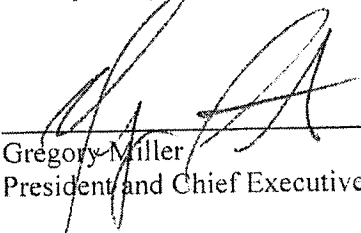
16. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

17. Security. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Loan Agreement, and Borrower hereby acknowledges and confirms that the rights and remedies of Bank with respect to the security interests in the Trademarks and Licenses relating to the Trademarks granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference.

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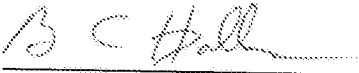
IN WITNESS WHEREOF, the parties hereby have duly executed this Agreement, dated for reference purposes as of the date first written above.

CROSSCOM NATIONAL, LLC, a Delaware
limited liability company

By: 
Name: Gregory Miller
Title: President and Chief Executive Officer

[Signature Page to Third Amended and Restated Trademark Security Agreement]


BANK OF AMERICA, N.A., a national
banking association, as Bank

By: 
Name: Brian Haldane
Title: Vice President

[Signature Page to Third Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 006103 FRAME: 0811

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Trademark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Class
EXPRESS RESTORE	U.S.	76238510	10-APR-2001	2549851	19-MAR-2002	35
CROSSCOM NATIONAL RETAILER COMMUNICATIONS (& Design) 	U.S.	75746927	09-JUL-1999	2566428	07-MAY-2002	37

Trademark Applications

None.

Unregistered Trademarks

None.

Tradenames

None.

Unregistered Tradenames

None.

Internet Domain Names

See Schedule to Copyright Security Agreement.

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT**

Licenses

None.