

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OpticsPlanet, Inc.		12/01/2017	Corporation: ILLINOIS
Aurora Logistics, LLC		12/01/2017	Limited Liability Company: ILLINOIS
USIQ, Inc.		12/01/2017	Corporation: ILLINOIS
Ecentria IPH, LLC		12/01/2017	Limited Liability Company: ILLINOIS
Camp Saver, LLC		12/01/2017	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	State Bank and Trust Company, as Agent		
Street Address:	3399 Peachtree Road, NE, Suite 1900		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	a Georgia banking corporation: GEORGIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4233642	OPMOD	
Registration Number:	4143370	DVOR	
Registration Number:	3264795	OPTICS PLANET	
Registration Number:	3766511	LABPLANET	
Registration Number:	4019738	ECENTRIA	
Registration Number:	4505513	SHOPTICS	
Registration Number:	5032231	HERO'S CHOICE	
Registration Number:	4871243	CAMPSAVER	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	404-420-5527		

CH \$215.00 4233642

Email: rjk@phrd.com
Correspondent Name: Rhonda J. Kenyeri, Paralegal - PHR&D
Address Line 1: 303 Peachtree Street NE, , SUITE 3600
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER: Douglas A. Nail

SIGNATURE: /DAN/

DATE SIGNED: 12/01/2017

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made this 1st day of December, 2017, among **STATE BANK AND TRUST COMPANY**, a Georgia banking corporation, as agent (together with its successors in such capacity, "Agent") for certain financial institutions (collectively, the "Lenders") having an office at 3399 Peachtree Road, NE, Suite 1900, Atlanta, Georgia 30326, **OPTICSPLANET, INC.**, an Illinois corporation ("OpticsPlanet"), **AURORA LOGISTICS, LLC**, an Illinois limited liability company, dba Rockpoint Logistics ("Aurora"), **USIQ, INC.**, an Illinois corporation ("USIQ"), **ECENTRIA IPH, LLC**, an Illinois limited liability company ("IPH"), and **CAMP SAVER, LLC**, a Utah limited liability company ("Camp Saver"; OpticsPlanet, Aurora, USIQ, IPH, and Camp Saver collectively, the "Companies" and each individually, a "Company") each having its principal place of business at 3150 Commercial Avenue, Northbrook, Illinois 60062.

Recitals:

Companies desire to obtain loans and other financial accommodations from Agent pursuant to that certain Loan and Security Agreement of even date hereof, (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among Companies and Agent, and certain other parties designated as "Guarantors" thereunder.

Agent is willing to make loans and other financial accommodations to Companies from time to time, pursuant to the terms of the Loan Agreement, provided that each Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and termination of the Commitments; and the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia.

2. To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, assigns and pledges to Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the following property of such Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of such Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Company represents and warrants to Agent that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of UCC financing statements which name each Company as debtor, Agent as secured party and the Trademark Collateral as collateral with the Illinois Secretary of State and filing this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral that is registered in such office and that is listed on Exhibit A attached hereto, enforceable against such Company in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Such Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Such Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral designated on Exhibit A as owned by such Company, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons, except Permitted Liens.

4. Each Company covenants and agrees with Agent that:

(a) Such Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of Company; and

(b) Except for Trademarks abandoned by such Company in the Ordinary Course of Business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Agent and its employees and agents the visitation, audit, and inspection rights with respect to such Company and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Full Payment of all of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of any Company in the regular and ordinary course of such Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and such Company shall give to Agent prompt notice thereof in writing.

8. Each Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 2 or Section 7 hereof.

9. During the existence of an Event of Default, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, Agent may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to any Company, each of which each Company hereby expressly waives, collect directly any payments due any Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Each Company hereby agrees that ten (10) days written notice to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Company, which right each Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be promptly paid over to Companies. If any deficiency shall arise, each Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any

Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral during the time period any Company owns the Trademark Collateral, shall be borne and paid by Companies (it being the intent of the Companies and Agent that Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by Companies **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Governing Rate.

12. Each Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of any litigation commenced by Company with respect thereto. Each Company shall have the duty to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to such Company's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Companies. No Company shall abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless such Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Companies shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and Companies shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this Section 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Agent may discharge such obligations in such Company's name or in Agent's name, in Agent's sole discretion, but at Companies' expense, and Companies agree to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

15. No course of dealing among Companies and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Agent.

20. Upon Full Payment of the Obligations, Agent shall promptly execute and deliver to Companies all such releases and other instruments and shall take such further actions as may be necessary or proper to release Agent's security interest in the Trademark Collateral.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

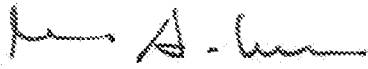
22. To the fullest extent permitted by applicable law, each Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

[Remainder of page intentionally left blank;
signatures appear on the following pages.]

WITNESS the execution hereof under seal as of the date first above written.

"Companies"

OPTICSPLANET, INC.

By: 

Name: **Mark Levitin**

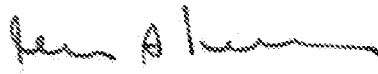
Title: Chief Executive Officer and Secretary

[CORPORATE SEAL]

AURORA LOGISTICS, LLC

By: Ecentria Holdings I, LLC and Ecentria Holdings II, LLC, its members

By: Ecentria Group, Inc., sole member of its members


By: 

Name: **Mark Levitin**

Title: Chief Executive Officer

[SEAL]

USIQ, INC.

By: 

Name: **Mark Levitin**

Title: Chief Executive Officer and Secretary


[CORPORATE SEAL]

[Signatures continue on the following pages]

ECENTRIA IPH, LLC

By: Ecentria Holdings I, LLC and Ecentria Holdings II, LLC, its members

By: Ecentria Group, Inc., sole member of its members

By: 

Name: **Mark Levitin**

Title: **Chief Executive Officer**

By: 

Name: **Mark Levitin**

Title: **Manager**

By: 

Name: **Pavel Shvartsman**

Title: **Manger**

[SEAL]

CAMP SAVER, LLC

By: 

Name: **Mark Levitin**

Title: **Manager**

[SEAL]

[Signatures continue on the following page]

Accepted:

STATE BANK AND TRUST COMPANY
("Agent")

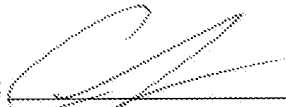
By: 
Name: Carlos Tan
Title: Vice President

EXHIBIT A
Trademarks


<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
OPMOD	4233642	October 30, 2012	Ecentria IPH, LLC
DVOR	4143370	May 15, 2012	Ecentria IPH, LLC
OPTICS PLANET	3264795	July 17, 2007	Ecentria IPH, LLC
LABPLANET	3766511	March 30, 2010	Ecentria IPH, LLC
ECENTRIA	4019738	August 30, 2011	Ecentria IPH, LLC
SHOPTICS	4505513	April 14, 2014	Ecentria IPH, LLC
HERO'S CHOICE	5032231	August 30, 2016	Ecentria IPH, LLC
	4871243	December 15, 2015	Camp Saver LLC

EXHIBIT B

Certificate

The undersigned officer of **OPTICSPLANET, INC.**, an Illinois corporation ("OpticsPlanet"), **AURORA LOGISTICS, LLC**, an Illinois limited liability company, dba Rockpoint Logistics ("Aurora"), **USIQ, INC.**, an Illinois corporation ("USIQ"), **ECCENTRIA IPH, LLC**, an Illinois limited liability company ("IPH"), and **CAMP SAVER, LLC**, a Utah limited liability company ("Camp Saver"; Optics, Rockpoint, USIQ, IPH and Camp Saver, collectively, the "Companies", and each individually, "Company"), does hereby certify to **STATE BANK AND TRUST COMPANY**, a Georgia banking corporation, as agent (together with its successors in such capacity, "Agent") for certain financial institutions (collectively, the "Lenders"), and such Lenders, that the quality of the products associated with the trademarks, trademark registrations, trade names and trademark applications listed on Exhibit A of that certain Trademark Security Agreement dated February 3, 2015, among Companies and Agent (as amended from time to time to include any additional trademarks, trademark registrations, trade names and trademark applications acquired by any Company after the date thereof, the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this [_____] day of [_____], 2017.

OPTICSPLANET, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

AURORA LOGISTICS, LLC

By: Ecentria Holdings I, LLC and Ecentria Holdings II, LLC, its members

By: Ecentria Group, Inc., sole member of its members

By: _____
Name: _____
Title: _____

[SEAL]

[Signatures continue on the following page]

USIQ, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

ECENTRIA IPH, LLC

By: Ecentria Holdings I, LLC and Ecentria Holdings II, LLC, its members

By: Ecentria Group, Inc., sole member of its members

By: _____
Name: **Mark Levitin**
Title: Chief Executive Officer

By: _____
Name: **Mark Levitin**
Title: Manager

By: _____
Name: Pavel Shvartsman
Title: Manger

[SEAL]

CAMP SAVER, LLC

By: _____
Name: _____
Title: _____

[SEAL]