

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JUSTENOUGH SOFTWARE CORPORATION, INC.		02/08/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86098647	JUSTENOUGH	
Serial Number:	86098649	JUSTENOUGH	
Serial Number:	86098651	JUSTENOUGH	
Serial Number:	85785549		
Serial Number:	85785552		
Serial Number:	85785554		
Serial Number:	85785483	JUSTENOUGH	
Serial Number:	85785485	JUSTENOUGH	
Serial Number:	85785486	JUSTENOUGH	
Serial Number:	76049007	JUSTENOUGH	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		

OP \$265.00 86098647

Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F175398

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 02/08/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into as of February 8, 2018, by and between the Grantor listed on the signature page hereto (the “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of June 30, 2017, by and among **MNINE ACQUIRECO, INC.**, a Delaware corporation (“*Holdings*”), **Mi9 RETAIL INC.**, a Delaware corporation (the “*Borrower*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), **SILICON VALLEY BANK** (“*SVB*”), as the Issuing Lender and the Swingline Lender, and SVB, as administrative agent and collateral agent for the Lenders (in such capacity, the “*Administrative Agent*”) (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower, Grantor and certain other parties have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower, Grantor and the other parties to the Guarantee and Collateral Agreement shall grant to Administrative Agent a security interest in certain Trademarks (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower, Grantor and the other parties to the Guarantee and Collateral Agreement have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under its Trademark collateral (including without limitation those Trademarks listed on Exhibit A hereto), and including all rights to sue at law or in equity for any infringement or impairment thereof, including the right to receive all proceeds and damages therefrom, except for United States intent-to-use trademark or service mark application prior to the filing of a

“Statement of Use” or “Amendment to Allege Use” with respect thereto, or, if filed, if such “Statement of Use” or “Amendment to Allege Use” has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted by the U.S. Patent and Trademark Office).

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT, AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

JUSTENOUGH SOFTWARE CORPORATION, INC.

By: Jason Williams
Name: Jason Williams
Title: CFO and Secretary

ADMINISTRATIVE AGENT:

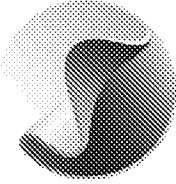




SILICON VALLEY BANK,
as the Administrative Agent

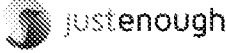
By: Jonathan Wolfert
Name: Jonathan Wolfert
Title: Vice President

EXHIBIT A

TRADEMARKS

Registered Trademarks

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
JUSTENOUGH JUSTENOUGH	86098647 22-OCT-2013	4543254 03-JUN-2014
JUSTENOUGH JUSTENOUGH	86098649 22-OCT-2013	4543255 03-JUN-2014
JUSTENOUGH JUSTENOUGH	86098651 22-OCT-2013	4543256 03-JUN-2014
<i>Design Only</i> 	85785549 21-NOV-2012	4437526 19-NOV-2013
<i>Design Only</i> 	85785552 21-NOV-2012	4437527 19-NOV-2013
<i>Design Only</i> 	85785554 21-NOV-2012	4437528 19-NOV-2013
JUSTENOUGH  justenough	85785483 21-NOV-2012	4492250 04-MAR-2014
JUSTENOUGH  justenough	85785485 21-NOV-2012	4486167 18-FEB-2014

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
JUSTENOUGH 	85785486 21-NOV-2012	4492251 04-MAR-2014
JUSTENOUGH	76049007 16-MAY-2000	3133362 22-AUG-2006

Pending Trademark Applications

None.