

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ATRONIX ACQUISITION CORP.		04/30/2018	Corporation: DELAWARE
ADVANCED PRODUCTION SYSTEMS, INC.		04/30/2018	Corporation: KENTUCKY

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA, as collateral agent
Street Address:	Royal Bank Plaza, 200 Bay Street
Internal Address:	12th Fl, South Tower
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	National Banking Association: CANADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	87785732	ATRONIX
Serial Number:	87785650	ATRONIX A
Serial Number:	87213773	ADA
Serial Number:	87213779	ASCADA
Serial Number:	86316055	ZOE
Serial Number:	75546624	APS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o pAUL hastings llp
Address Line 2: 200 park avenue, 28th floor
Address Line 4: New York, NEW YORK 10166

CH \$165.00 87785732

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	04/30/2018
Total Attachments: 5 source=Deliver - U.S. Trademark Short#page1.tif source=Deliver - U.S. Trademark Short#page2.tif source=Deliver - U.S. Trademark Short#page3.tif source=Deliver - U.S. Trademark Short#page4.tif source=Deliver - U.S. Trademark Short#page5.tif	

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT dated as of April 30, 2018 (this “**Agreement**”), among ATRONIX ACQUISITION CORP., a Delaware corporation, and ADVANCED PRODUCTION SYSTEMS, INC., a Kentucky corporation (each, a “**Grantor**”) and ROYAL BANK OF CANADA, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the U.S. Pledge and Security Agreement dated as of May 1, 2017 (as supplemented by that certain Security Agreement Joinder Agreement No. 1, dated as of April 30, 2018, and as further amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among DELIVER BUYER, INC. (the “**Borrower**”), DELIVER HOLDINGS II, LLC, a Delaware limited liability company (“**Holdings**”), the Subsidiary Parties from time to time party thereto and the Collateral Agent, and (b) the Credit Agreement dated as of May 1, 2017 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of November 1, 2017, and as further amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the Subsidiaries from time to time party thereto, the Lenders and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Lenders have agreed to extend credit to each Grantor 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. Each Grantor will derive substantial benefits 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. The rules of construction specified in Section 1.01 of the Security 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 its Obligations, each Grantor, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”): all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of


Patents and Trademarks record this Trademark Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral 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. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATRONIX ACQUISITION CORP.

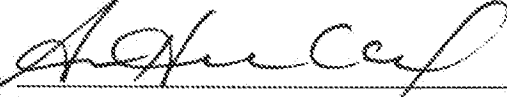
By: 
Name: Brian S. Johnson
Title: Vice President, Secretary,
Treasurer and Chief Financial
Officer

ADVANCED PRODUCTION SYSTEMS,
INC.

By: 
Name: Brian S. Johnson
Title: Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

ROYAL BANK OF CANADA
as Collateral Agent,

By: 

Name:

Title: Ann, Hurley

Manager, Agency



[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006348 FRAME: 0378

Schedule I

United States Trademarks and Trademark Applications

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
ATRONIX	87785732	2/6/2018	Atronix Acquisition Corp.
A ATRONIX AND DESIGN 	87785650	2/6/2018	Atronix Acquisition Corp.
ADA	87213773 5357876	10/24/2016 12/19/2017	Atronix Acquisition Corp.
ASCADA	87213779	10/24/2016	Atronix Acquisition Corp.
ZOE	86316055 4675401	6/20/2014 1/20/2015	Atronix Acquisition Corp.
APS AND DESIGN 	75546624 2378569	9/1/1998 8/22/2000	Advanced Production Systems, Inc.