

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474968

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Commerce Technologies, LLC		05/21/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 W. Washington Street
Internal Address:	9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4260275	BUYSPEACE
Registration Number:	2464992	COMMERCEHUB
Registration Number:	4015913	COMMERCE 8 HUB
Registration Number:	4488114	COMMERCEHUB
Registration Number:	4924153	KEEP GROWING
Registration Number:	4485090	ORDERSTREAM
Registration Number:	4485091	PRODUCTSTREAM

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F177147 TM IPSA 2L
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	05/22/2018

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2018 (this "Agreement"), among Commerce Technologies, LLC (the "Grantor") and Cortland Capital Market Services LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of May 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Great Dane Parent, LLC, a Delaware limited liability company ("Holdings"), Great Dane Merger Sub, Inc., a Delaware corporation (the "Initial Borrower"), following consummation of the Merger (as defined in the Credit Agreement), CommerceHub, Inc., a Delaware corporation ("CommerceHub" and as successor to the Initial Borrower by operation of law, the "Borrower"), the Lenders from time to time party thereto and Cortland Capital Market Services LLC, as Administrative Agent and (b) the Second Lien Collateral Agreement dated of May 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among Holdings, the Initial Borrower, CommerceHub, the other Grantors from time to time party thereto 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 Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral 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 the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by

facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws 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.

COMMERCE TECHNOLOGIES, LLC,
as a Grantor

By: 
Name: Michael Trimarchi
Title: Chief Financial Officer

CORTLAND CAPITAL MARKET SERVICES LLC,
as the Administrative Agent

By:



Name: Jonathan Kirschmeier

Title: Associate Counsel

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006362 FRAME: 0424

Schedule I

TRADEMARKS

Trade-mark	Registered Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date
BUYSPACE	Commerce Technologies, LLC d/b/a CommerceHub	4,260,275	12/18/2012
COMMERCEHUB	Commerce Technologies, LLC d/b/a CommerceHub	2,464,992	7 /3 /2001
COMMERCEHUB & Design	Commerce Technologies, LLC d/b/a CommerceHub	4,015,913	8 /23/2011
COMMERCEHUB & Design (2013 Logo)	Commerce Technologies, LLC d/b/a CommerceHub	4,488,114	2 /25/2014
KEEP GROWING	Commerce Technologies, LLC d/b/a CommerceHub	4,924,153	3 /22/2016
ORDERSTREAM	Commerce Technologies, LLC d/b/a CommerceHub	4,485,090	2 /18/2014
PRODUCTSTREAM	Commerce Technologies, LLC d/b/a CommerceHub	4,485,091	2 /18/2014