

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Material Handling Systems, Inc.		05/15/2018	Corporation: KENTUCKY
SANTA ROSA SYSTEMS, LLC		05/15/2018	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, as collateral agent		
Street Address:	Royal Bank Plaza, 200 Bay Street, South Tower, 12th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87785758	MHS	
Serial Number:	87785791	SRS SANTA ROSA SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		
DATE SIGNED:	05/15/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of May 15, 2018 (this “**Agreement**”), among MATERIAL HANDLING SYSTEMS, INC., a Kentucky corporation, and SANTA ROSA SYSTEMS, LLC., a Kentucky limited liability company (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 Amended and Restated Credit Agreement dated as of May 15, 2018 among the Borrower, Holdings, the Subsidiaries from time to time party thereto, the Lenders and the Collateral Agent which thereby amends and restates that certain Credit Agreement dated as of May 1, 2017, by and among, *inter alios*, the Borrower, Holdings, the Lenders (as defined therein) and ROYAL BANK OF CANADA, as administrative agent and collateral agent for the Lenders thereunder (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of October 31, 2017 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the date hereof, the “**Existing Credit Agreement**”). 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.

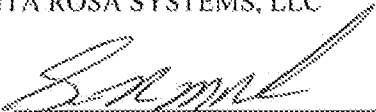
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MATERIAL HANDLING SYSTEMS, INC.

By: 
Name: Scott R. McReynolds
Title: Secretary & Treasure

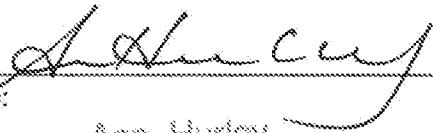
SANTA ROSA SYSTEMS, LLC

By: 
Name: Scott R. McReynolds
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006379 FRAME: 0953



ROYAL BANK OF CANADA
as Collateral Agent,

By: 
Name: _____
Title: Ann, Hurley
Manager, Agency

[Signature Page to Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
MHS & Design 	87785758	2/6/2018	Material Handling Systems, Inc. (Kentucky)
SRS SANTA ROSA SYSTEMS & Design 	87785791 2/6/2018	2/6/2018	Santa Rosa Systems, LLC (Kentucky)