

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STRATEGIC DELIVERY SOLUTIONS, LLC		05/11/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	GRAYCLIFF MEZZANINE III LP, AS ADMINISTRATIVE AGENT		
Street Address:	500 Fifth Avenue, 47th Floor		
Internal Address:	c/o Graycliff Partners LP		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10110		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5368328	SDS RX	
Registration Number:	4081499	STRATEGIC DELIVERY SOLUTIONS	
Registration Number:	4037869	STRATEGIC DELIVERY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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:	7037125050		
Email:	twassing@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	1750 Tysons Boulevard		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Tara Wassing		
SIGNATURE:	/Tara Wassing/		
DATE SIGNED:	05/15/2018		
Total Attachments: 4			
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Confirmatory Grant of Security Interest in Intellectual Property

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of May 11, 2018, by and from the grantor party hereto (the "Grantor"), to and in favor of GRAYCLIFF MEZZANINE III LP, a Delaware limited partnership (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, SDS HOLDINGS, INC., a Delaware corporation (the "Parent"), STRATEGIC DELIVERY SOLUTIONS, LLC, a New York limited liability company (effective immediately upon the consummation of the Acquisition (SDS)), ("SDS"), and LOGIST LLC, a New York limited liability company (effective immediately upon the consummation of the Acquisition (SDS)) ("Logist," and together with Parent and SDS, each a "Grantor," and collectively, the "Grantors") and the Secured Party are parties to that certain Subordinated Credit Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agree, among other things, to extend to the Borrowers certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use the mark—which are identified and marked with an asterisk in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.


(d) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN THE PROVISIONS OF SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

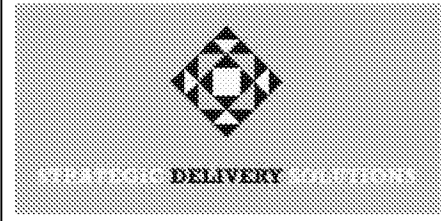
STRATEGIC DELIVERY SOLUTIONS, LLC

By: 
Name: Judy Vijums
Title: Vice President, Secretary and Treasurer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Mark	Reg. No.	Reg. Date	Country
SDS Rx	5,368,328	1/2/18	USA
Strategic Delivery Solutions	4,081,499	1/3/2012	USA
	4,037,869	10/11/2011	USA