

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAGG ACQUISITION, LLC		06/08/2018	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	STIFEL BANK & TRUST		
Street Address:	70 West Madison Street		
Internal Address:	Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	MISSOURI CHARTERED MEMBER BANK: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4862786	TAGG LOGISTICS	
Registration Number:	4862782	TAGG...WE'RE IT	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7798		
Email:	ablekhman@vedderprice.com		
Correspondent Name:	Aida Blekhman		
Address Line 1:	Vedder Price P.C.		
Address Line 2:	222 N. LaSalle Street, 25th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	50556.00.0004 V. Talanki		
NAME OF SUBMITTER:	Aida Blekhman		
SIGNATURE:	/Aida Blekhman/		
DATE SIGNED:	06/08/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 8th day of June, 2018, by TAGG ACQUISITION, LLC, a Missouri limited liability company ("TAGG"), whose name will become TAGG Logistics, LLC upon consummation of the Related Transaction, and TAGG LOGISTICS NEVADA, LLC, a Nevada limited liability company ("TAGG Nevada", and together with TAGG, individually each referred to herein as a "Grantor" and collectively referred to herein as "Grantors"), in favor of STIFEL BANK & TRUST, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) and other Secured Parties ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, Grantors, Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantors, by Lenders;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantors agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantors granted to Administrative Agent, for its benefit and the benefit of the Lenders and other Secured Parties, a security interest in substantially all of the assets of Grantors including, without limitation, all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications and all renewals, extensions and continuations of the foregoing (the "Trademarks"), together with the goodwill of the business symbolized by Grantors' Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantors hereby grant to Administrative Agent, for its benefit and the benefit of Lenders and other Secured Parties, a continuing security interest in Grantors' entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

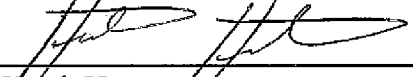
5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature Pages Follow]

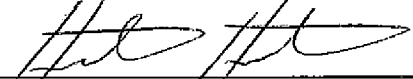
IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

GRANTORS:

TAGG ACQUISITION, LLC, a Missouri limited liability company

By: 
Heath Hunter
Secretary

TAGG LOGISTICS NEVADA, LLC, a Nevada limited liability company

By: 
Heath Hunter
Secretary

Signature Page to Trademark
Security Agreement

Agreed and Accepted as of the Date First Written Above

ADMINISTRATIVE AGENT:

STIFEL BANK & TRUST

By: 
Max Lintereur
Managing Director

Signature Page to Trademark
Security Agreement

CHICAGO/#3132092

TRADEMARK
REEL: 006402 FRAME: 0276

SCHEDULE A

TRADEMARKS

<u>Trademark Description</u>	<u>U.S. Trademark Registration No.</u>
TAGG LOGISTICS	4,862,786
TAGG...WE'RE IT	4,862,782

TRADEMARK APPLICATIONS

None.