

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482453

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED GRANT OF A SECURITY INTEREST --TRADEMARKS

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SEKO WORLDWIDE, LLC		07/13/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Barings Finance LLC f/k/a Babson Capital Finance LLC
<b>Street Address:</b>	300 South Tryon Street
<b>Internal Address:</b>	Suite 2500
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Registration Number:</b>	1470985	SEKO
<b>Registration Number:</b>	3125393	SEKO
<b>Registration Number:</b>	4094619	SEKO LOGISTICS - INTELLIGENCE DELIVERED
<b>Registration Number:</b>	2117536	SEKO WORLDWIDE
<b>Serial Number:</b>	87365099	GELNIUS
<b>Serial Number:</b>	87388958	
<b>Serial Number:</b>	87388962	GENIUS IN MOTION

## 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:** 2122942684  
**Email:** trademarkny@winston.com  
**Correspondent Name:** Madeleine Schnittker  
**Address Line 1:** 35 W. Wacker Drive  
**Address Line 2:** Winston & Strawn LLP  
**Address Line 4:** Chicago, ILLINOIS 60601-9703

CH \$190.00 1470985

<b>ATTORNEY DOCKET NUMBER:</b>	14044.41
<b>NAME OF SUBMITTER:</b>	Madeleine Schnittker
<b>SIGNATURE:</b>	/Madeleine Schnittker by trademarkny/
<b>DATE SIGNED:</b>	07/18/2018
<b>Total Attachments: 4</b> source=Fully Executed - SEKO Barings A&R Trademark Security Agreement July 13#page1.tif source=Fully Executed - SEKO Barings A&R Trademark Security Agreement July 13#page2.tif source=Fully Executed - SEKO Barings A&R Trademark Security Agreement July 13#page3.tif source=Fully Executed - SEKO Barings A&R Trademark Security Agreement July 13#page4.tif	

## AMENDED AND RESTATED GRANT OF A SECURITY INTEREST --TRADEMARKS

This Amended and Restated Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of July 13, 2018, by SEKO WORLDWIDE, LLC (“**Grantor**”), in favor of BARINGS FINANCE LLC (formerly known as Babson Capital Finance LLC), in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “**Grantee**”).

**WHEREAS**, the Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

**WHEREAS**, the Grantor has previously entered into that certain Trademark Security Agreement dated as of April 30, 2015 (the “**Original Trademark Security Agreement**”) with the Administrative Agent for the benefit of the Credit Parties (as defined therein);

**WHEREAS**, the Grantor has entered into an Amended and Restated Pledge and Security Agreement, dated July 13, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

**NOW, THEREFORE**, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby amend and restate the Original Trademark Security Agreement in its entirety and grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subject to the provisions of that certain

Amended and Restated Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, referred to in this paragraph as the "Intercreditor Agreement"), dated as of July 13, 2018 by and among (a) BANK OF MONTREAL (as assignee of BMO Harris Bank N.A.), in its capacity as the ABL Agent (including its successors and assigns from time to time), and (b) BARINGS FINANCE LLC (formerly known as Babson Capital Finance LLC), in its capacity as the Term Loan Agent (including its successors and assigns from time to time), (c) certain other persons which may be or become parties thereto or become bound thereto from time to time, and (d) acknowledged by the Borrowers (as defined in the Security Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control, and each party to hereto hereby acknowledges that it is bound by the provisions of the Intercreditor Agreement.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.


On the date hereof, the Original Trademark Security Agreement shall be amended, restated and superseded in its entirety by this Trademark Agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

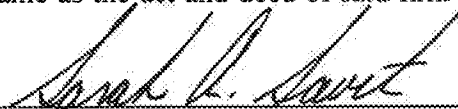
**GRANTOR:**

**SEKO WORLDWIDE, LLC**, a Delaware limited liability company

By:   
Name: MICHAEL WEISS  
Title: MANAGER & ASSISTANT SECRETARY

STATE OF NEW YORK  
COUNTY OF WESTCHESTER ss.:

On this 3<sup>RD</sup> day of JULY, 2018, before me personally came Michael WEISS, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the MANAGER AND ASSISTANT SECRETARY of SEKO WORLDWIDE, LLC, a DELAWARE limited LIABILITY COMPANY, and that s/he executed the foregoing instrument in the firm name of SEKO WORLDWIDE, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

  
NOTARY SEAL

SARAH A. SAVIT  
Notary Public, State of New York  
No. 4938092  
Qualified in Westchester County  
Commission Expires July 18, 2018

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class	Goods
SEKO	Registered	73/635163	12-Dec-1986	1470985	29-Dec-1987	I.C. 39	Air freight shipping services
SEKO (AND DESIGN)	Registered	76/608433	24-Aug-2004	3125393	08-Aug-2006	I.C. 39	Freight transportation by truck, air and sea and warehousing
SEKO LOGISTICS INTELLIGENCE DELIVERED	Registered	85/212533	07-Jan-2011	4094619	31-Jan-2012	I.C. 39	Freight transportation and logistical services by truck, air and sea, and related warehousing services
SEKO WORLDWIDE	Registered	75/122620	20-Jun-1996	2117536	02-Dec-1997	I.C. 39	Freight transportation by truck, air and sea; and warehousing
GELNIUS	Awaiting	87/365099	09-Mar-2017		03-Sep-2018	I.C. 42	Software as a service (SaaS) for use in measuring supply chain performance, real time data integration
GELNIUS (AND DESIGN)	Intent to use	87/388958	28-Mar-2017		20-Aug-2018	I.C. 42	Software as a service (SaaS) for use in measuring supply chain performance, real time data integration
GENIUS IN MOTION	Intent to use	87/388962	28-Mar-2017		13-Aug-2018	I.C. 42	Software as a service (SaaS) for use in measuring supply chain performance, real time data integration