

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM496763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JustEnough Software Corporation, Inc.		11/02/2018	Corporation: DELAWARE
SOFTWARE DEVELOPMENT, INC.		11/02/2018	Corporation: CALIFORNIA
Mi9 Retail Inc.		11/02/2018	Corporation: DELAWARE
MyWebGrocer, Inc.		11/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	pnc bank, national association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3133362	JUSTENOUGH	
Registration Number:	4543254	JUSTENOUGH	
Registration Number:	4543256	JUSTENOUGH	
Registration Number:	4543255	JUSTENOUGH	
Registration Number:	4437526		
Registration Number:	4437527		
Registration Number:	4437528		
Registration Number:	4492250	JUSTENOUGH	
Registration Number:	4486167	JUSTENOUGH	
Registration Number:	4492251	JUSTENOUGH	
Registration Number:	5283348	MI9	
Registration Number:	2361060	RAYMARK	
Serial Number:	87958699	PLAN TO SELL	
Registration Number:	2372013	IRIS INTERACTIVE RETAIL INFORMATION SYST	
Registration Number:	1914140	MAGNA-BURN	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5189908	MOVING GROCERY FORWARD
Registration Number:	4142688	MOBILE2GRO
Registration Number:	4073683	SHOP2GRO
Registration Number:	4114083	PLAN2GRO
Registration Number:	3954762	SOCIAL GROCERY
Registration Number:	2462625	MYWEBGROCER
Registration Number:	0344703	

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-18104
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	11/05/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of November 2, 2018 is entered into by the entities listed on the signature page hereto (individually and collectively, the “*Grantor*”) and **PNC BANK, NATIONAL ASSOCIATION** (the “*Assignee*”), as Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor, and certain of the Grantor’s affiliates, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “*Credit Agreement*”), between, among others, the Grantor, certain of the Grantor’s affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names, trade dress, designs and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) the right to obtain all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing, (iii) all claims for damages by reason of past, present and future infringements of the Trademarks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives, and (iv) all income, royalties, and payments now or hereafter due and payable

with respect to any of the foregoing, including by reason of past, present and future infringements; provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more full set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. Counterparts

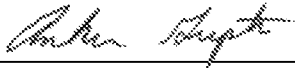
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____

Name: Ankur Gupta

Title: Senior Vice President

GRANTORS:

JUSTENOUGH SOFTWARE CORPORATION, INC.,
a Delaware corporation

MI9 RETAIL INC.,
a Delaware corporation

MYWEBGROCER, INC.,
a Delaware corporation

SOFTWARE DEVELOPMENT, INC.,
a California corporation

By: Jason Williams
Name: Jason Williams
Title: Treasurer

MI9 RETAIL ULC,
a Nova Scotia unlimited liability company

By: Jason Williams
Name: Jason Williams
Title: Treasurer

RAYMARK ULC,
a Nova Scotia unlimited liability company

By: Jason Williams
Name: Jason Williams
Title: Treasurer

Signature Page to Trademark Security Agreement

Schedule A to TRADEMARK SECURITY AGREEMENT
Registered Trademarks and Trademark Applications

OWNER	REGISTRATION NUMBER	TRADEMARK	STATUS
JustEnough Software Corporation, Inc.	3,133,362	JUSTENOUGH ®	REGISTERED Section 8/9 Combined Declaration of Use and Application for Renewal Due: 8/22/2026
JustEnough Software Corporation, Inc.	4,543,254	JUSTENOUGH ®	REGISTERED Section 8 Declaration of Use Due: 6/3/2020
JustEnough Software Corporation, Inc.	4,543,256	JUSTENOUGH ®	REGISTERED Section 8 Declaration of Use Due: 6/3/2020
JustEnough Software Corporation, Inc.	4,543,255	JUSTENOUGH ®	REGISTERED Section 8 Declaration of Use Due: 6/3/2020
JustEnough Software Corporation, Inc.	4,437,526	CIRCULAR Design	REGISTERED Section 8 Declaration of Use Due: 11/19/2019
JustEnough Software Corporation, Inc.	4,437,527	CIRCULAR Design	REGISTERED Section 8 Declaration of Use Due: 11/19/2019
JustEnough Software Corporation, Inc.	4,437,528	CIRCULAR Design	REGISTERED Section 8 Declaration of Use Due: 11/19/2019
JustEnough Software Corporation, Inc.	4,492,250	JUSTENOUGH and design	REGISTERED Section 8 Declaration of Use Due: 3/4/2020
JustEnough Software Corporation, Inc.	4,486,167	JUSTENOUGH and design	REGISTERED Section 8 Declaration of Use

			Due: 2/18/2020
JustEnough Software Corporation, Inc.	4,492,251	JUSTENOUGH and design	REGISTERED Section 8 Declaration of Use Due: 3/4/2020
MI9 Retail ULC	5283348	MI9	REGISTERED
Raymark ULC	2361060	RAYMARK	REGISTERED
Mi9 Retail, Inc.	87958699	Plan to Sell	PENDING
Software Development, Inc.	2372013	IRIS INTERACTIVE RETAIL INFORMATION SYSTEM & Design	REGISTERED
Software Development, Inc.	1914140	MI9 (Tradename)	REGISTERED
MyWebGrocer, Inc.	5189908	MOVING GROCERY FORWARD	REGISTERED
MyWebGrocer, Inc.	4142688	MOBILE2GRO	REGISTERED
MyWebGrocer, Inc.	4073683	SHOP2GRO	REGISTERED
MyWebGrocer, Inc.	4114083	PLAN2GRO	REGISTERED
MyWebGrocer, Inc.	3954762	SOCIAL GROCERY	REGISTERED
MyWebGrocer, Inc.	2462625	MYWEBGROCER	REGISTERED (Renewed)
MyWebGrocer, Inc.	0344703	MWG COMMERCE	REGISTERED