

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Retail Services WIS Corporation		10/17/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as the US Agent		
Street Address:	500 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3243851	WIS INTERNATIONAL	
Registration Number:	2954178	WISARD	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	10/17/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2018, Retail Services WIS Corporation, a Delaware corporation listed on the signature page below (the “Grantor”), in favor of Antares Capital LP (“Antares”), as agent for the Secured Parties (as defined in the US Pledge and Security Agreement referred to below) (in such capacity, the “US Agent”).

RECITALS:

A. Pursuant to the Credit Agreement, dated as of June 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Retail Services WIS Holdings Corporation, a Delaware corporation as Parent (“Parent”), Grantor as US Borrower (“US Borrower”), WIS Holdings Ltd., a Canadian corporation as Canadian Holdings (“Canadian Holdings”), Western Inventory Service Ltd., a Canadian corporation as Canadian Borrower (“Canadian Borrower”, and together with US Borrower, each a “Borrower”, and collectively, the “Borrowers”), the Lenders party thereto, US Agent, Antares Capital LP as administrative and collateral agent for the Canadian Lenders (“Canadian Agent”) and the other parties party thereto have agreed, subject to the terms and conditions set forth in the Credit Agreement, to extend credit to the Borrowers; and

B. Grantor is party to that certain US Pledge and Security Agreement dated as of June 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “US Pledge and Security Agreement”), among Parent, US Borrower and US Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the US Agent to enter into the Credit Agreement and to induce the Lenders to make Loans thereunder, and the Issuing Lenders to Issue Letters of Credit thereunder, the Grantor hereby agrees with the US Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the US Pledge and Security Agreement shall have the meaning given to them in the Credit Agreement or the US Pledge and Security Agreement, as the case may be.

SECTION 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

2.1 The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the US Agent, for the benefit of the Secured Parties, and grants to the US Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Assets) of the Grantor (the “Intellectual Property Collateral”):

- (a) all of its Trademarks to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, renewals, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

SECTION 3. PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this US Trademark Security Agreement is granted in conjunction with the security interest granted to the US Agent pursuant to the US Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the US Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the US Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. GOVERNING LAW


4.1 THIS US TRADEMARK SECURITY AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS US TRADEMARK SECURITY AGREEMENT AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

* * *

[Signature pages follow]

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

RETAIL SERVICES WIS CORPORATION

By: 
Name: TOM COMPIANNIS
Title: CEO

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first written above:

ANTARES CAPITAL LP,
as the US Agent

By: 
Name: Kirk E. Sonnefeld
Its: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Jurisdiction	Trademark	Application No.	Registration No.
United States	WIS INTERNATIONAL	78/751,320	3,243,851
United States	WISARD	76/498,110	2,954,178

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RECORDED: 10/17/2018

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