

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM511921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peerless Media LLC		02/15/2019	Limited Liability Company: MASSACHUSETTS
Peerless Holdco, LLC		02/15/2019	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Harvest Capital Credit Corporation		
Street Address:	767 Third Avenue		
Internal Address:	29th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5319102	DIGITAL ENGINEERING	
Registration Number:	5289127	DE	
Registration Number:	4645358	SUPPLYCHAIN247	
Registration Number:	2935155	SUPPLY CHAIN MANAGEMENT REVIEW	
Registration Number:	2913208	LOGISTICS MANAGEMENT	
Registration Number:	2183152	SUPPLY CHAIN MANAGEMENT REVIEW	
Registration Number:	1997699	LOGISTICS MANAGEMENT	
Registration Number:	1349273	MATERIAL HANDLING PRODUCT NEWS	
Registration Number:	0752557	MODERN MATERIALS HANDLING	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	803-799-2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		

CH \$240.00 5319102

Address Line 1:	301 S. College St.
Address Line 2:	23rd Floor, IP Department
Address Line 4:	Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	038989/09041
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NAME OF SUBMITTER:	Charles G. Zug
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SIGNATURE:	/cgz/
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DATE SIGNED:	02/27/2019
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Peerless Media, LLC, a Massachusetts limited liability company (“*Peerless*”), and Peerless Holdco, LLC, a Massachusetts limited liability company (“*Parent*”; Parent and Peerless, each a “*Grantor*” and, collectively, the “*Grantors*”), each having a principal place of business at 111 Speen Street, Framingham, Massachusetts 01701, own the Trademarks, Trademark registrations and the Trademark applications listed on Schedule I annexed hereto; and

WHEREAS, Grantors and Harvest Capital Credit Corporation, a Delaware corporation (herein referred to as “*Agent*”), are parties to a Securities Purchase Agreement, dated as of even date herewith (as the same may be amended, modified, restated, supplemented, amended and restated, extended or renewed from time to time, the “*Purchase Agreement*”) by and among the Grantors, the purchasers a party thereto (the “*Purchasers*”), the guarantors a party thereto, and the Agent, wherein the Purchasers have agreed, subject to the terms and conditions specified therein and in the Note Documents (as defined in the Purchase Agreement) to purchase the Notes issued by Peerless; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Grantors have granted to Agent, for the benefit of itself and the Purchasers, a security interest in all assets of the Grantors, including all right, title and interest of Grantors in, to and under all general intangibles, including trademarks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including without limitation, any and all claims and causes of action which may exist by reason of infringement, violation or dilution thereof or injury to the associated goodwill, to secure the payment of all Obligations due thereunder; and

WHEREAS, in order to effectuate and record the grant to Agent, for the benefit of itself and the Purchasers, of a continuing security interest in all of each Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined below), whether presently existing or hereafter arising or acquired, each Grantor has executed and delivered this agreement (this “*Trademark Security Agreement*”), which is entered into as of February 15, 2019.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Agent, for the benefit of itself and the Purchasers, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether presently existing or hereafter arising or acquired:

- (i) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application including but not limited to those referred to in Schedule I annexed hereto (which each Grantor hereby represents includes all correct and complete information concerning any

trademark, trademark registration, and trademark applications in which it has any beneficial interest), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(ii) each trademark license, including, without limitation, each trademark license listed on Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in Schedule I annexed hereto, and any trademark licensed under any trademark license, including, without limitation, any trademark license listed on Schedule I annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing.

(a) Grantors hereby irrevocably constitute and appoint Agent and any officer or agent thereof, upon the occurrence and continuance of an Event of Default under the Purchase Agreement, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantors and in the name of Grantors or in its own name, from time to time in Agent's discretion, for the purposes of carrying out the terms of this Trademark Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Trademark Security Agreement and, without limiting the generality of the foregoing, hereby gives Agent the power and right, on behalf of Grantors, to do the following:

(i) Upon the occurrence and continuance of an Event of Default under the Purchase Agreement, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any license, in the name of each Grantor or its own name or as otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due under any license whenever payable; and

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Trademark Collateral, to effect any repairs or any insurance called for by the terms of this Trademark Security Agreement or the Purchase Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default under the Purchase Agreement, (A) to direct any party liable for any payment under any of the licenses to make payment of any and all moneys due and to become due thereunder directly to Agent or as Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Trademark Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Trademark Collateral or any part thereof and to enforce any other right in respect of any Trademark Collateral; (D) to

defend any suit, action or proceeding brought against Grantors with respect to any Trademark Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Agent may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Trademark Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option all acts and things which Agent deems necessary to protect, preserve or realize upon the Trademark Collateral and Agent's security interest therein, in order to effect the intent of this Trademark Security Agreement, all as fully and effectively as Grantors might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Grantors further agree to execute any additional documents which Agent may require in order to confirm this power of attorney, or which Agent may deem necessary to enforce any of its rights contained in this Trademark Security Agreement. This Trademark Security Agreement is a Note Document (as such term is defined in the Purchase Agreement).

(b) The powers conferred on Agent hereunder are solely to protect its interests in the Trademark Collateral, for the benefit of itself and the Purchasers, and shall not impose any duty upon it to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Grantors also authorize Agent to execute, upon the occurrence and continuance of an Event of Default under the Purchase Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Trademark Collateral.

Execution of Power of Attorney. Concurrently with the execution and delivery hereof, each Grantor is executing and delivering to Agent, in the form of Schedule II hereto, three (3) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademark Collateral pursuant to the terms of the Purchase Agreement.

This security interest is granted in conjunction with the security interests granted to Agent, for the benefit of itself and the Purchasers, pursuant to the Purchase Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed as of the day first set forth above.

WITNESS:

Cindy Arase 2/7/19

PEERLESS MEDIA, LLC

By: Peerless Holdco, LLC
Its: Sole Member

By:  2-7-19

Name: Brian Ceraolo
Title: Manager

PEERLESS HOLDCO, LLC

By:  2-7-19

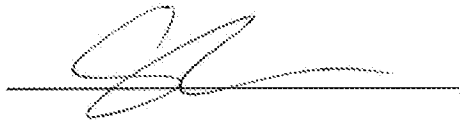
Name: Brian Ceraolo
Title: Manager

[Trademark Security Agreement]


TRADEMARK

REEL: 006576 FRAME: 0070

WITNESS:



HARVEST CAPITAL CREDIT CORPORATION,
as Agent

By 

Name: Richard P. Buckanavage

Title: Managing Director and Head of Business
Development

[Trademark Security Agreement]

TRADEMARK
REEL: 006576 FRAME: 0071

SCHEDULE I

Trademark	Owner Name	Application Number	Registration Number	Status
DIGITAL ENGINEERING	PEERLESS MEDIA, LLC	87467733	5319102	Registered
DE	PEERLESS MEDIA, LLC	87182210	5289127	Registered
SupplyChain247	PEERLESS MEDIA, LLC	76713701	4645358	Registered
SUPPLY CHAIN MANAGEMENT REVIEW	PEERLESS MEDIA LLC	78388837	2935155	Renewed
LOGISTICS MANAGEMENT	PEERLESS MEDIA LLC	78337559	2913208	Renewed
SUPPLY CHAIN MANAGEMENT REVIEW	PEERLESS MEDIA LLC	75329936	2183152	Renewed
LOGISTICS MANAGEMENT	PEERLESS MEDIA LLC	74662238	1997699	Renewed
MATERIAL HANDLING PRODUCT NEWS	PEERLESS MEDIA LLC	73491487	1349273	Renewed
MODERN MATERIALS HANDLING	PEERLESS MEDIA, LLC	72148950	0752557	Renewed

SCHEDULE II

SPECIAL POWER OF ATTORNEY

STATE OF : : ss.
COUNTY OF _____: :

KNOW ALL MEN BY THESE PRESENTS, Peerless Media, LLC, a Massachusetts limited liability company ("**Peerless**"), and Peerless Holdco, LLC, a Massachusetts limited liability company ("**Parent**"; Peerless and Parent, each a "**Grantor**" and, collectively, the "**Grantors**"), each having a principal place of business at 111 Speen Street, Framingham, Massachusetts 01701, pursuant to a Trademark Security Agreement, dated as of February 15, 2019 (the "**Trademark Security Agreement**") by and among the Grantors and Harvest Capital Credit Corporation, a Delaware corporation, having an office at 767 Third Avenue, 29th Floor, New York, New York 10017 (herein referred to as "**Agent**"), hereby appoint and constitute the Agent, as Grantors' true and lawful attorney, with full power and substitution, and with full power and authority to perform the following acts on behalf of each Grantor upon the occurrence and continuance of an Event of Default under the Purchase Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of Grantors in and to the trademarks listed on Schedule I of the Trademark Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This Power of Attorney is made pursuant to that certain Securities Purchase Agreement (as amended, supplemented or restated from time to time, the "**Purchase Agreement**") dated as of even date herewith among the Grantors, the purchasers a party thereto, the Agent and the other parties from time to time a party thereto, and the Trademark Security Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Purchase Agreement).

[Signature Page Follows]

IN WITNESS WHEREOF, Grantors have caused this Special Power of Attorney to be
duly executed this ____ day of February, 2019.

PEERLESS MEDIA, LLC

By: Peerless Holdco, LLC
Its: Sole Member

By: _____
Name: Brian Ceraolo
Title: Manager

PEERLESS HOLDCO, LLC

By: _____
Name: Brian Ceraolo
Title: Manager

Sworn and subscribed
before me this _____
day of February, 2019.

Notary Public

[Special Power of Attorney]