

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521528

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIVINGSTON INTERNATIONAL PROFESSIONAL SERVICES, LLC		04/30/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	BANK OF MONTREAL
<b>Street Address:</b>	111 W. MONROE
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: CANADA

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2513559	GLOBAL TRADE MANAGEMENT
Registration Number:	2155264	INSIGHT
Registration Number:	4661902	LIVINGSTON
Registration Number:	4661903	LIVINGSTON
Registration Number:	5120171	SIMPLIFY TRADE
Registration Number:	5120172	SIMPLIFY TRADE
Registration Number:	3742394	SMARTBORDER
Registration Number:	2663864	TRADEPRISM
Registration Number:	2480919	TRADESPHERE

## CORRESPONDENCE DATA

Fax Number: 2165790212

*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: 216-586-3939

Email: pcyngier@jonesday.com

Correspondent Name: CARINE ARTIGAS

Address Line 1: 901 LAKESIDE AVENUE

TRADEMARK

**Address Line 2:** JONES DAY  
**Address Line 4:** CLEVELAND, OHIO 44114-1190

**ATTORNEY DOCKET NUMBER:** 958279-600046

**NAME OF SUBMITTER:** CARINE ARTIGAS

**SIGNATURE:** /CARINE ARTIGAS/

**DATE SIGNED:** 05/01/2019

**Total Attachments: 5**

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SECOND LIEN U.S. TRADEMARK SECURITY AGREEMENT

SECOND LIEN U.S. TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2019, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF MONTREAL, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Second Lien U.S. Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Second Lien U.S. Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor or in which such Grantor has any rights:

- (a) Marks of such Grantor listed on Schedule I attached hereto (other than Excluded Collateral);
- (b) all goodwill associated with such Marks; and
- (c) all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”).

SECTION 3. U.S. Security Agreement. The security interest granted pursuant to this Second Lien U.S. Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien U.S. Trademark Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the U.S. Security Agreement, the Collateral Agent shall execute, acknowledge, and

deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Second Lien U.S. Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien U.S. Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien U.S. Trademark Security Agreement by signing and delivering one or more counterparts.

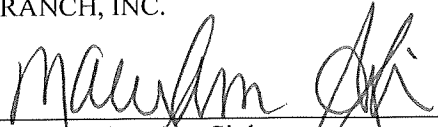
SECTION 6. Governing Law. This Second Lien U.S. Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Second Lien U.S. Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

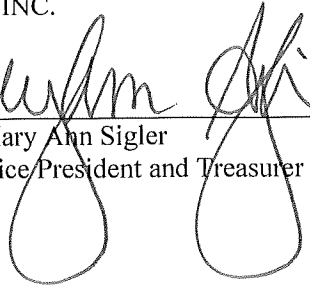
IN WITNESS WHEREOF, each Grantor has caused this Second Lien U.S. Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LIVINGSTON INTERNATIONAL, INC.  
LIVINGSTON INTERNATIONAL PROFESSIONAL  
SERVICES, LLC  
SOUTH RANCH, INC.


By: 

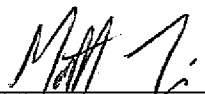
Name: Mary Ann Sigler  
Title: Vice President and Treasurer



Accepted and Agreed to:


BANK OF MONTREAL,  
as Collateral Agent

By:   
Name: Naghmeh Hashemifard  
Title: Managing Director

By:   
Name: **Matthew Lagace**  
Title: **Vice President**

**SCHEDULE I**  
**to**  
**SECOND LIEN U.S. TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**U.S. Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Livingston International Professional Services, LLC	2513559	GLOBAL TRADE MANAGEMENT
Livingston International, Inc.	2155264	INSIGHT
Livingston International Inc.	4661902	LIVINGSTON
Livingston International Inc.	4661903	
Livingston International Inc.	5120171	SIMPLIFY TRADE
Livingston International Inc.	5120172	<i>Simplify Trade</i>
South Ranch, Inc.	3742394	SMARTBORDER
Livingston International Professional Services, LLC	2663864	TRADEPRISM
Livingston International Professional Services, LLC	2480919	TRADESPHERE

**U.S. Trademark Applications:**

None.