

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526949

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Intellectual Property Security Agreement Supplement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Distribution International, Inc.		06/07/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	180 East Broad Street		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43215		
<b>Entity Type:</b>	National Banking Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4720841	DISTRIBUTION INTERNATIONAL	
<b>Registration Number:</b>	5291236	DI DISTRIBUTION INTERNATIONAL EXCELLENCE	
<b>Registration Number:</b>	5464845	Z-LOG	
<b>Registration Number:</b>	5464846	Z-KWIK	
<b>Registration Number:</b>	5433739	ANYTHING ANYTIME ANYWHERE	
<b>Registration Number:</b>	5313726	GUS	
<b>Registration Number:</b>	5698129	EVRLINER	
<b>Registration Number:</b>	5698130	EVRLINER FP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>			
<b>Phone:</b>	2127288000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Sabrina Hasan c/o Willkie Farr & Gallagher		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	122063.00010 SH/BLS		
<b>NAME OF SUBMITTER:</b>	Sabrina Hasan		

CH \$215.00 4720841

<b>SIGNATURE:</b>	/Sabrina Hasan/
<b>DATE SIGNED:</b>	06/07/2019
<b>Total Attachments: 7</b> source=15. Distribution International - Wilmington 2L Lien Intellectual Property SA Supplement#page1.tif source=15. Distribution International - Wilmington 2L Lien Intellectual Property SA Supplement#page2.tif source=15. Distribution International - Wilmington 2L Lien Intellectual Property SA Supplement#page3.tif source=15. Distribution International - Wilmington 2L Lien Intellectual Property SA Supplement#page4.tif source=15. Distribution International - Wilmington 2L Lien Intellectual Property SA Supplement#page5.tif source=15. Distribution International - Wilmington 2L Lien Intellectual Property SA Supplement#page6.tif source=15. Distribution International - Wilmington 2L Lien Intellectual Property SA Supplement#page7.tif	

## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of June 7, 2019 (this "IP Security Agreement Supplement"), among Distribution International, Inc. (the "Grantor") and Wilmington Trust, National Association, as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of December 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrower (as defined in Second Lien Term Loan Credit Agreement, dated as of December 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Second Lien Credit Agreement"), by and among DI Purchaser, Inc., a Delaware corporation, as the Borrower, DI Intermediate, Inc., a Delaware corporation, as Holdings, the lenders from time to time party thereto (the "Second Lien Lenders") and Wilmington Trust, National Association as administrative agent and collateral agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the Grantor and the Collateral Agent have entered into that certain Second Lien Intellectual Property Security Agreement, dated as of December 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "IP Security Agreement"). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

**SECTION 1. *Terms.*** Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement or the Second Lien Credit Agreement, as applicable.

**SECTION 2. *Grant of Security Interest.*** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "Additional IP Collateral"):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability of such intent-to-use Trademark application under applicable Requirements of Law;

all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

all Copyrights, including the Copyright registrations and pending applications for

registration in the United States Copyright Office listed on Schedule III; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

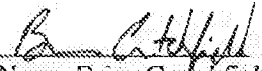
**SECTION 3. *Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional IP 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. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. *Governing Law.*** This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

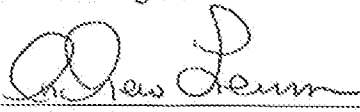
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**DISTRIBUTION INTERNATIONAL, INC.**

By:   
Name: Brian Crutchfield  
Title: Chief Financial Officer, Vice President  
and Treasurer

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as the Collateral Agent

By: 

Name: Andrew Lennon

Title: Banking Officer

**SCHEDULE I**

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Distribution International, Inc.	4720841	DISTRIBUTION INTERNAIONAL
Distribution International, Inc.	5291236	DI DISTRIBUTION INTERNATIONAL EXCELLENCE DELIVERED
Distribution International, Inc.	5464845	Z-LOG
Distribution International, Inc.	5464846	Z-KWIK
Distribution International, Inc.	5433739	ANYTHING ANYTIME ANYWHERE
Distribution International, Inc.	5313726	GUS
Distribution International, Inc.	5698129	EVRLINER
Distribution International, Inc.	5698130	EVRLINER EP

TRADEMARK APPLICATIONS

None.

**SCHEDULE II**

PATENTS  
None

PATENT APPLICATIONS

None.



**SCHEDULE III**

**COPYRIGHTS**

None.

**COPYRIGHT APPLICATIONS**

None.