

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526969

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|-----------------------|
| Distribution International, Inc. | | 06/07/2019 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Royal Bank of Canada, as Collateral Agent |
| Street Address: | 200 Vesey Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10281-8098 |
| Entity Type: | Bank: CANADA |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 4720841 | DISTRIBUTION INTERNATIONAL |
| Registration Number: | 5291236 | DI DISTRIBUTION INTERNATIONAL EXCELLENCE |
| Registration Number: | 5464845 | Z-LOG |
| Registration Number: | 5464846 | Z-KWIK |
| Registration Number: | 5433739 | ANYTHING ANYTIME ANYWHERE |
| Registration Number: | 5313726 | GUS |
| Registration Number: | 5698129 | EVRLINER |
| Registration Number: | 5698130 | EVRLINER FP |

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Stewart Walsh
 Address Line 1: 1025 Vermont Ave NW, Ste 1130
 Address Line 2: COGENCY GLOBAL Inc.
 Address Line 4: Washington, D.C. 20005

OP \$215.00 4720841

| | |
|--------------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 1093008 DI TM 1L |
| NAME OF SUBMITTER: | Sonya Jackman |
| SIGNATURE: | /Sonya Jackman/ |
| DATE SIGNED: | 06/07/2019 |

Total Attachments: 7

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This FIRST 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 Royal Bank of Canada, as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit for the Secured Parties.

Reference is made to that certain First 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 First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First 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 “First 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 “First Lien Lenders”) and Royal Bank of Canada, as administrative agent and collateral agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement, the Grantor and the Collateral Agent have entered into that certain First 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 First 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.

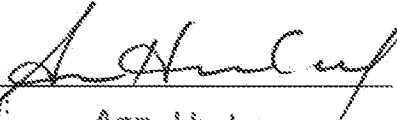
[Signature Pages Follow]

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

ROYAL BANK OF CANADA,
as the Collateral Agent

By: 
Name: _____
Title: Ann, Hurley
Manager, Agency

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.

Schedule III

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RECORDED: 06/07/2019

**TRADEMARK
REEL: 006665 FRAME: 0483**