

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM531909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Averetek LLC		07/02/2019	Limited Liability Company: WASHINGTON
Amber Road Inc.		07/02/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as collateral agent		
Street Address:	100 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4537502	AVERETEK	
Registration Number:	5581944	CONTACTAI	
Registration Number:	4239095		
Registration Number:	4238691	AMBER ROAD	
Registration Number:	2733827	ECVISION	
Registration Number:	4090037	GLOBAL KNOWLEDGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1182886-0051-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		

CH \$165.00 4537502

DATE SIGNED:	07/15/2019
Total Attachments: 5 source=E2open - Trademark Security Agreement [Executed]#page1.tif source=E2open - Trademark Security Agreement [Executed]#page2.tif source=E2open - Trademark Security Agreement [Executed]#page3.tif source=E2open - Trademark Security Agreement [Executed]#page4.tif source=E2open - Trademark Security Agreement [Executed]#page5.tif	

TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2019 (this “Agreement”), among AVERETEK LLC, a Washington limited liability company (“Averetek”), AMBER ROAD, INC., a Delaware corporation (together with Averetek, “Grantors”, and each a “Grantor”) and GOLUB CAPITAL MARKETS LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Credit Agreement, dated as of November 26, 2018 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of the date hereof, and as further amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among E2OPEN INTERMEDIATE LLC, Delaware limited liability company (“Holdings”), E2OPEN, LLC, a Delaware limited liability company, (the “Borrower”), and GOLUB CAPITAL MARKETS LLC, as the administrative agent, and (b) that certain Collateral Agreement, dated as of November 26, 2018 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 1. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of such Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 2. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and 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 Trademark Collateral under this Agreement.

SECTION 3. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

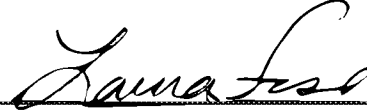
SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

AMBER ROAD, INC.

AVERETEK, LLC., as Grantors

By: 

Name: Laura Fese

Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006694 FRAME: 0095

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

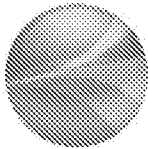
By: 

Name: Robert G. Fuchscherer

Title: Managing Director

Schedule I

U.S. TRADEMARKS AND TRADEMARK APPLICATIONSTrademarks

MARK NAME	APPLICATION No.	FILED	REGISTRATION No	REGISTERED	STATUS	CLASSES	OWNER
AVERETEK	86093240	October 16, 2013	4537502	May 27, 2014	Registered	35, 41, 42	Averetek, LLC
CONTACT AI	87555336	August 3, 2017	5581944	October 9, 2018	Registered		Averetek, LLC
AMBER circle design 	85/454,673	10/24/2011	4,239,095	11/06/2012	Registered	9, 35, 42	Amber Road, Inc.
AMBER ROAD	85/374,639	07/19/2011	4,238,691	11/06/2012	Registered	9, 35, 42	Amber Road, Inc.
ECVISION	76/199,553	01/23/2001	2,733,827	07/08/2003	Registered	9, 35	Amber Road, Inc.
GLOBAL KNOWLEDGE	85/261,342	03/08/2011	4,090,037	01/24/2012	Registered	9, 42	Amber Road, Inc.