

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zones, LLC		07/31/2019	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Wells Fargo Commercial Distribution Finance, LLC		
Street Address:	2300 Windy Ridge Parkway, Suite 700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2311418	ZONES.COM	
Registration Number:	2324058	ZONES BUSINESS SOLUTIONS	
Registration Number:	1724486	THE MAC ZONE	
Registration Number:	5649214	DELIVERING COMPLEX IT SOLUTIONS. SIMPLY.	
Registration Number:	5649190	DELIVERING COMPLEX IT SOLUTIONS. SIMPLY.	
Registration Number:	5674054	DELIVERING COMPLEX IT SOLUTIONS. SIMPLY.	
Registration Number:	5660166	HEALTHCARECONNECT	
Registration Number:	5654687	ZONES CANADA	
Registration Number:	5654688	ZONES CANADA	
Registration Number:	5654684	ZONES GLOBAL	
Registration Number:	5654685	ZONES GLOBAL	
Registration Number:	5654686	ZONES GLOBAL	
Registration Number:	5674048	SOLUTIONS BY ZONES	
Registration Number:	5678470	ZONES DISCOVERY SERVICES	
Serial Number:	87931191	CUSTOMERCONNECT	
CORRESPONDENCE DATA			
Fax Number:	3146121389		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 314-444-1389
Email: jlanciault@lewisrice.com
Correspondent Name: Justine Lanciault
Address Line 1: 600 Washington Ave., Suite 2500
Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER:	Justine Lanciault
SIGNATURE:	/Justine Lanciault/
DATE SIGNED:	08/01/2019

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

31 THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of July 31, 2019, and is by Zones, LLC, a Washington limited liability company ("Grantor"), in favor of Wells Fargo Commercial Distribution Finance, LLC, as administrative agent for itself and the other Lenders ("Administrative Agent").

RECITALS

A. Grantor and the other Borrowers, the Administrative Agent and Lenders have entered into an Amended and Restated Credit Agreement dated as of October 21, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Administrative Agent and the Lenders have agreed to make loans to Grantor.

B. Pursuant to the terms of the Loan Documents, Grantor has granted to Administrative Agent a continuing Security Interest and lien in all of its Intellectual Property, including all Trademarks (including all trademarks, trademark applications and trademark licenses, and all products and proceeds thereof), to secure the payment and performance of the Loan Obligations.

C. Pursuant to the Credit Agreement and the Loan Documents, Grantor is required to execute and deliver to Administrative Agent this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Credit Agreement or if not defined therein as defined in the other Loan Documents.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively referred to as the "Trademark Collateral") to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1. Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to


use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This Security Interest and lien is granted in conjunction with the Security Interests and liens granted to Administrative Agent pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Zones, LLC, a Washington limited liability company

By: 
Print Name: RONALD M. PUROEN
Title: CFO

Acknowledged:

Wells Fargo Commercial Distribution Finance, LLC, as Administrative Agent

By: _____
Print Name: _____
Title: _____

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Zones, LLC, a Washington limited liability company


By: _____

Print Name: _____

Title: _____

Acknowledged:

Wells Fargo Commercial Distribution Finance, LLC, as Administrative Agent

By: 


Print Name: Fahad Haroon

Title: Duly Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks:

Mark	Application No. (Serial)/ Registration No.	Date of Filing/ Registration	Jurisdiction
ZONES.COM	Reg. No. 2,311,418	01/25/2000	United States of America
	Reg. No. 1,724,486	10/13/1992	United States of America
Delivering Complex IT Solutions. Simply.	Reg. No. 5649214	01/08/2019	United States of America
Delivering Complex IT Solutions. Simply.	Reg. No. 5649190	01/08/2019	United States of America
Delivering Complex IT Solutions. Simply.	Reg. No. 5674054	02/12/2019	United States of America
HealthcareConnect	Reg. No. 5660166	01/22/2019	United States of America
Zones Business Solutions	Reg. No. 2324058	02/29/2000	United States of America
Zones Canada	Reg. No. 5654687	01/15/2019	United States of America
Zones Canada	Reg. No. 5654688	01/15/2019	United States of America
Zones Global	Reg. No. 5654684	01/15/2019	United States of America
Zones Global	Reg. No. 5654685	01/15/2019	United States of America
Zones Global	Reg. No. 5654686	01/15/2019	United States of America

Mark	Application No. (Serial)/ Registration No.	Date of Filing/ Registration	Jurisdiction
Solutions by Zones	Reg. No. 5674048	02/12/2019	United States of America
Zones Discovery Services	Reg. No. 5678470	02/19/2019	United States of America

Pending Trademark Applications:

Mark	Application No. (Serial)/ Registration No.	Date of Filing/ Registration	Jurisdiction
CustomerConnect	Serial No. 87931191	05/22/2018	United States of America

Trademark Licenses

- None