

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consolidated Concepts, LLC		09/23/2019	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	2001 Ross Ave., Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	State Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86460079	ORDERLY	
Serial Number:	86460078	ORDERLY	
Serial Number:	86460077	ORDERLY	
Serial Number:	85982523	SIFTIT	
Serial Number:	86947522	ORDERLYSNAP	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	404-572-3428		
Email:	tkirillova@kslaw.com		
Correspondent Name:	Tatyana Kirillova, Paralegal		
Address Line 1:	1180 Peachtree Street, NE, Suite 1600		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	14868.515027		
NAME OF SUBMITTER:	Tatyana Kirillova		
SIGNATURE:	// Tatyana Kirillova//		
DATE SIGNED:	09/23/2019		

OP \$140.00 86460079

Total Attachments: 5

source=Buyer_s Edge - Trademark Security Agreement#page1.tif

source=Buyer_s Edge - Trademark Security Agreement#page2.tif

source=Buyer_s Edge - Trademark Security Agreement#page3.tif

source=Buyer_s Edge - Trademark Security Agreement#page4.tif

source=Buyer_s Edge - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made and entered into as of September 23, 2019, by **CONSOLIDATED CONCEPTS, LLC**, a Massachusetts limited liability company, (the “**Grantor**”), in favor of **GOLDMAN SACHS BANK USA (“GS Bank”)**, as collateral agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of June 12, 2019, by and among the Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GS Bank, as Administrative Agent, Collateral Agent and Lead Arranger (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make certain Loans and other credit extensions to the Grantor and/or its affiliates; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement (the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Grantor hereby agrees with Collateral Agent as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents (including, without limitation, the Secured Obligations), the Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing First Priority security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired: (a) all of the Grantor’s Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any

Trademark or Trademark licensed under any Trademark License (collectively, the “**Trademark Collateral**”).

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

5. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

CONSOLIDATED CONCEPTS, LLC

By:



Name: Christopher A. Milliken

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY

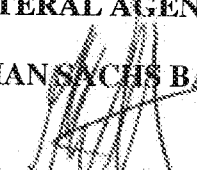
COLLATERAL AGENT

GOLDMANSACHS BANK USA

By:

Name:

Title:



Greg Watts
Authorized Signatory

Schedule I

Trademark Registrations

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL NO./REG. NO.</i>	<i>FILING DATE/REG. DATE</i>
ORDERLY	Consolidated Concepts, LLC	86460079/ 4919180	11/20/14 / 3/15/16
ORDERLY	Consolidated Concepts, LLC	86460078/ 4994103	11/20/14 / 7/5/16
ORDERLY	Consolidated Concepts, LLC	86460077/ 4919179	11/20/14 / 3/15/16
SIFTIT	Consolidated Concepts, LLC	85982523/ 4602822	4/29/13 / 9/9/14
OrderlySnap	Consolidated Concepts, LLC	86947522/ 5068244	3/21/16 / 10/25/16

Trademark Applications

None.

Trademark Licenses

None.