

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544514

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mi9 Inc.		10/09/2019	Corporation: DELAWARE
Mi9 Retail Inc.		10/09/2019	Corporation: DELAWARE
Mi9 Retail ULC		10/09/2019	ULC: CANADA
Raymark ULC		10/09/2019	ULC: CANADA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3133362	JUSTENOUGH
Registration Number:	4543254	JUSTENOUGH
Registration Number:	4543256	JUSTENOUGH
Registration Number:	4543255	JUSTENOUGH
Registration Number:	4437526	
Registration Number:	4437527	
Registration Number:	4437528	
Registration Number:	4492250	JUSTENOUGH
Registration Number:	4486167	JUSTENOUGH
Registration Number:	4492251	JUSTENOUGH
Registration Number:	5283348	MI9
Registration Number:	2361060	RAYMARK
Registration Number:	5864462	PLAN-TO-SELL
Registration Number:	2372013	IRIS INTERACTIVE RETAIL INFORMATION SYST
Registration Number:	5189908	MOVING GROCERY FORWARD

OP \$490.00 3133362

Property Type	Number	Word Mark
Registration Number:	4073683	SHOP2GRO
Registration Number:	4114083	PLAN2GRO
Registration Number:	3954762	SOCIAL GROCERY
Registration Number:	2462625	MYWEBGROCER

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-18104
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	10/09/2019

Total Attachments: 6

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this “*Supplement*”) is made as of this 9th day of October 2019, by and among MI9 INC., a Delaware corporation formerly known as JustEnough Software Corporation, Inc. on its own behalf and as successor by merger to Software Development, Inc. and MyWebGrocer, Inc. (“*Mi9*”), the other entities listed on the signature pages hereto (together with Mi9, individually and collectively, “*Grantor*” and each a “*Grantor*”), in favor of PNC BANK, NATIONAL ASSOCIATION (the “*Assignee*”), as Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of November 2, 2018 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor, and certain of the Grantor’s affiliates, and (ii) that certain Credit Agreement, dated as of November 2, 2018 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “*Credit Agreement*”), between, among others, the Grantor, certain of the Grantor’s affiliates, the Assignee, and certain Lenders party thereto.

W I T N E S S E T H

WHEREAS, pursuant to that certain Trademark Security Agreement dated November 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “*Trademark Security Agreement*”) by Grantor in favor of Agent, Grantor has, among other things, granted to Agent a security interest in and lien on the Trademark Collateral (as defined in the Trademark Security Agreement), a copy of which was recorded with the United States Patent and Trademark Office on November 5, 2018 at Reel 6475, Frame 0177;

WHEREAS, Mi9 owns certain Trademarks listed on Schedule A hereto;

WHEREAS, it is a condition to the effectiveness of the Credit Agreement that the Trademark Security Agreement be amended and supplemented on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agree as follows:


1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Credit Agreement, as applicable.
2. Amendment. Schedule A to the Trademark Security Agreement is hereby deleted and replacing the Trademarks listed on Schedule A thereto with the Trademarks listed on Schedule A hereto, which Trademarks shall hereafter be part of the Trademark Collateral and are subject to Agent’s security interest and lien.

3. Incorporation of the Trademark Security Agreement. The terms and provisions of the Trademark Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Security Agreement; all of the provisions of which Trademark Security Agreement are and remain in full force and effect as supplemented by this Supplement.

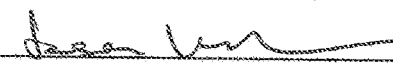
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IN WITNESS WHEREOF, Joining Grantor and Existing Grantor have duly executed this Supplement to the Trademark Security Agreement as of the date first written above.

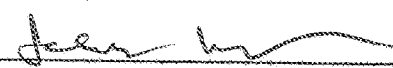
MI9 INC., a Delaware corporation

By: 
Name: Jason Williams
Title: Treasurer


MI9 RETAIL INC., a Delaware corporation

By: 
Name: Jason Williams
Title: Treasurer

MI9 RETAIL ULC, a Nova Scotia unlimited liability company

By: 
Name: Jason Williams
Title: Treasurer

RAYMARK ULC, a Nova Scotia unlimited liability company

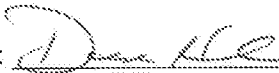
By: 
Name: Jason Williams
Title: Treasurer

[Signature Page to Supplement to Trademark Security Agreement]

TRADEMARK
REEL: 006767 FRAME: 0396

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: 
Name: Derek Hrubeniuk
Title: Vice President

SCHEDULE A

TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

OWNER	TRADEMARK	Serial or Registration Number	Status
MI9 INC.	JUSTENOUGH	3,133,362	REGISTERED Section 8/9 Combined Declaration of Use and Application for Renewal Due: 8/22/2026
MI9 INC.	JUSTENOUGH	4,543,254	REGISTERED Section 8 Declaration of Use Due: 6/3/2020
MI9 INC.	JUSTENOUGH	4,543,256	REGISTERED Section 8 Declaration of Use Due: 6/3/2020
MI9 INC.	JUSTENOUGH	4,543,255	REGISTERED Section 8 Declaration of Use Due: 6/3/2020
MI9 INC.	CIRCULAR Design	4,437,526	REGISTERED Section 8 Declaration of Use Due: 11/19/2019
MI9 INC.	CIRCULAR Design	4,437,527	REGISTERED Section 8 Declaration of Use Due: 11/19/2019
MI9 INC.	CIRCULAR Design	4,437,528	REGISTERED Section 8 Declaration of Use Due: 11/19/2019
MI9 INC.	JUSTENOUGH and design	4,492,250	REGISTERED Section 8 Declaration of Use Due: 3/4/2020
MI9 INC.	JUSTENOUGH and design	4,486,167	REGISTERED Section 8 Declaration of Use Due: 2/18/2020
MI9 INC.	JUSTENOUGH and design	4,492,251	REGISTERED Section 8 Declaration of Use Due: 3/4/2020
MI9 Retail ULC	MI9	5283348	REGISTERED
Raymark ULC	RAYMARK	2361060	REGISTERED
Mi9 Retail, Inc.	PLAN-TO-SELL	5864462	REGISTERED
MI9 INC.	IRIS INTERACTIVE RETAIL INFORMATION SYSTEM & Design	2372013	REGISTERED

OWNER	TRADEMARK	Serial or Registration Number	Status
MI9 INC.	MOVING GROCERY FORWARD	5189908	REGISTERED
MI9 INC.	SHOP2GRO	4073683	REGISTERED
MI9 INC.	PLAN2GRO	4114083	REGISTERED
MI9 INC.	SOCIAL GROCERY	3954762	REGISTERED
MI9 INC.	MYWEBGROCER	2462625	REGISTERED