

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547304

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WAREHOUSE-LIGHTING COM LLC		10/30/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Byline Bank, as Agent		
<b>Street Address:</b>	180 North LaSalle Street, Suite 300		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	banking corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5568966	WARELIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124996701		
<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>			
<b>Email:</b>	ahesla@duanemorris.com		
<b>Correspondent Name:</b>	Robert E. Horwath		
<b>Address Line 1:</b>	190 South LaSalle Street, Suite 3700		
<b>Address Line 2:</b>	Duane Morris LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	G4599-00034		
<b>NAME OF SUBMITTER:</b>	Robert E. Horwath		
<b>SIGNATURE:</b>	/s/ Robert E. Horwath		
<b>DATE SIGNED:</b>	10/30/2019		
<b>Total Attachments: 5</b>			
source=Trademark Security Agreement#page1.tif			
source=Trademark Security Agreement#page2.tif			
source=Trademark Security Agreement#page3.tif			
source=Trademark Security Agreement#page4.tif			

CH \$40.00 5568966



**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") , dated as of October 30, 2019, is made by the entity listed on the signature pages hereof (the "**Grantor**") in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent (the "**Agent**") for the lenders under that certain Credit Agreement (defined below).

**WHEREAS**, (i) prior to the consummation of the Debt Assumption, **B2B SOLUTIONS INTERMEDIATE, LLC**, a Delaware limited liability company ("**Parent**"), and (ii) immediately upon consummation of the Debt Assumption, **WAREHOUSE-LIGHTING COM LLC**, a Wisconsin limited liability company (the "**Company**" and together with Parent, individually and collectively, the "**Borrower**"), is a borrower under that certain Revolving Credit and Term Loan Agreement dated as of the date hereof among Borrower, Parent, the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**").

**WHEREAS**, the Borrowers and Parent are party to that certain Security Agreement of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "**Security Agreement**").

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. **Defined Terms**. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. **Security Interest**. As security for the Obligations, the Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of the Grantor's right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof; all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default,

with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (the “*Collateral*”).

SECTION 3. **Incorporation by Reference.** The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the 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.

SECTION 4. **Counterparts; Governing Law.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAWS.

*[Remainder of page left intentionally blank.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**WAREHOUSE-LIGHTING COM LLC**, a  
Wisconsin limited liability company, as Grantor


By: Edward C. Benford

Name: Edward Benford

Title: Vice President

Accepted:

**BYLINE BANK**, as Agent

By:   
Name: Jim Kuncel  
Title: Managing Director

**EXHIBIT A**

<b>Owner</b>	<b>Registered Trademark</b>	<b>Registration Number</b>	<b>Property Covered</b>	<b>Date of Registration</b>	<b>Country of Registration</b>	<b>Expiration Date</b>
WAREHOUSE-LIGHTING COM LLC	WareLight	5,568,966	LED and HID light controls	September 25, 2018	United States of America	September 25, 2028