

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
One Stop Mailing LLC		11/08/2019	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	3333 Peachtree Road		
Internal Address:	3rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Domestic Bank: GEORGIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3676010	OSM WORLDWIDE	
Registration Number:	4202181	OSMART	
Registration Number:	4204774	OSMART	
Registration Number:	4383203	OSM PREMIUM NETWORK	
Registration Number:	5316616	OSM	
Registration Number:	5334150	OSM WORLDWIDE	
Registration Number:	5334152	OSM WORLDWIDE	
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>			
Email:	trademarks@agg.com		
Correspondent Name:	Anuj Desai Arnall Golden Gregory LLP		
Address Line 1:	171 17th St NW		
Address Line 2:	Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30345		
ATTORNEY DOCKET NUMBER:	14686.288		
NAME OF SUBMITTER:	Anuj Desai		

CH \$190.00 3676010

SIGNATURE:	/Anuj Desai/
DATE SIGNED:	11/12/2019
Total Attachments: 6 source=One Stop Mailing-Trademark Security Agreement#page1.tif source=One Stop Mailing-Trademark Security Agreement#page2.tif source=One Stop Mailing-Trademark Security Agreement#page3.tif source=One Stop Mailing-Trademark Security Agreement#page4.tif source=One Stop Mailing-Trademark Security Agreement#page5.tif source=One Stop Mailing-Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2019, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit, Term Loan and Delayed Draw Term Loan Agreement, dated as of November 8, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower party thereto, the lenders from time to time parties thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

- (i) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing; and
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

ONE STOP MAILING LLC
as Grantor

By: James Kelley
Name: James Kelley
Title: President

Address of Grantor:
One Stop Mailing LLC
601 Regency Drive
Suite 100
Glendale Heights, IL 60139

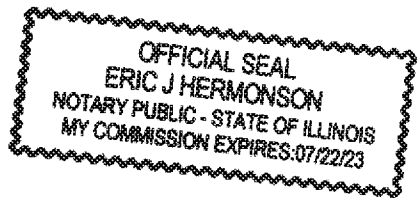
ACKNOWLEDGMENT OF GRANTOR

State of ILLINOIS)
County of DUPAGE)

ss.

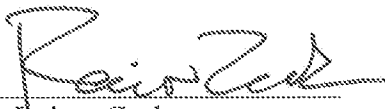
On this 7 day of NOVEMBER, 2019 before me personally appeared James Kelley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of One Stop Mailing LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Eric J Hermonson
Notary Public



ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK,
as Administrative Agent




By: 
Name: Rainer Zeck
Title: Director


Address of Administrative Agent:
SunTrust Bank
3333 Peachtree Road, 3rd Floor
Atlanta, Georgia 30326
Attention: One Stop Mailing Portfolio Manager

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Registration No.	Registration Date	Owner
OSM WORLDWIDE and Design 	3676010	9/1/2009	One Stop Mailing LLC
OSMART and Design 	4202181	9/4/2012	One Stop Mailing LLC DBA OSM Worldwide
OSMART and Design 	4204774	9/11/2012	One Stop Mailing LLC DBA OSM Worldwide
OSM Premium Network	4383203	8/13/2013	One Stop Mailing LLC DBA OSM Worldwide
OSM	5316616	10/24/2017	One Stop Mailing LLC DBA OSM Worldwide
OSM WORLDWIDE	5334150	11/14/2017	One Stop Mailing LLC DBA

			OSM Worldwide
OSM WORLDWIDE and Design 	5334152	11/14/2017	One Stop Mailing LLC DBA OSM Worldwide

2. TRADEMARK APPLICATIONS

None.