# CH \$290.00 547313

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM549649

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Supplies Network, Inc.		11/13/2019	Corporation: MISSOURI
Distribution Management, Inc.		11/13/2019	Corporation: MISSOURI

#### **RECEIVING PARTY DATA**

Name:	U.S. Bank National Association
Doing Business As:	
Street Address:	One US Bank Plaza
Internal Address:	4th Floor
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	National Banking Association: UNITED STATES

#### **PROPERTY NUMBERS Total: 11**

Property Type Number		Word Mark			
Registration Number:	5473138	MPSSELECT			
Registration Number:	5446216	DM			
Registration Number:	5349509	DM DISTRIBUTION MANAGEMENT			
Registration Number:	5339625	DM SERVICES			
Registration Number: 5339626		DM FULFILLMENT			
Registration Number: 5441927		WE SUPPLY TRUST			
Registration Number:	3754615	ATRS AUTO TONER REPLENISHMENT SYSTEM			
Registration Number:	2545666	PREMIER			
Registration Number:	0437173				
Registration Number: 3037256		WWW.SUPPLIESNETWORK.COM			
Serial Number:	88451543	ATRS			

#### **CORRESPONDENCE DATA**

**Fax Number:** 3146673633

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:** 314-552-6000

TRADEMARK REEL: 006797 FRAME: 0184

900523579

**Email:** ipdocket@thompsoncoburn.com

Correspondent Name: Jennifer A. Visintine
Address Line 1: Thompson Coburn LLP
Address Line 2: One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	299-188501
NAME OF SUBMITTER:	Jennifer A. Visintine
SIGNATURE:	/Jennifer A. Visintine/

**DATE SIGNED:** 11/15/2019

#### **Total Attachments: 5**

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#### **GRANT OF SECURITY INTEREST**

(Patents and Trademarks)

THIS GRANT OF SECURITY INTEREST, dated as of November 13, 2019 is executed by SUPPLIES NETWORK, INC., a Missouri corporation ("SNI") and DISTRIBUTION MANAGEMENT, INC., a Missouri corporation ("Parent"; SNI and Parent are each, a "Borrower" and collectively, the "Borrowers"), in favor of U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent.

- A. Pursuant to that certain Loan and Security Agreement dated as of the date hereof, by and among Borrowers, the Lenders from time to time party thereto and U.S. Bank National Association, as the Swing Line Lender, the LC Issuer and the Administrative Agent, as the same may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Loan Agreement"), the Lenders have agreed to extend certain credit facilities to Borrowers upon the terms and subject to the conditions set forth therein.
- B. Borrowers have adopted, used and are using the inventions described and claimed in the patents and patent applications described on <u>Schedules A and B</u>, and the trademarks and trademark applications described on <u>Schedules C and D</u> annexed hereto and made a part hereof, which patent, patent applications, trademarks and trademark applications are pending or registered in the United States Patent and Trademark Office (collectively, the "<u>Patents and Trademarks</u>").
- C. Pursuant to the Loan Agreement, Borrowers have granted to the Administrative Agent for the benefit of the Secured Parties (as defined in the Loan Agreement) a security interest in all right, title and interest of each Borrower in and to, among other things, all of their patents and trademarks, including the Patents and Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Borrower does hereby further grant to the Administrative Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement) a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Each Borrower does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and each Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Borrowers have caused this Grant of Security Interest to be executed as of the day and year first above written.

#### **BORROWERS:**

SUPPLIES NETWORK, INC.,	
a Missouri corporation	

Name Sean Fleming
Title: Chief Executive Officer

DISTRIBUTION MANAGEMENT, INC., a Missouri corporation

Name: Ken Heberer
Title: VP Finance

## SCHEDULE A

## **Patents**

	D	Description		_	Judefloion	Registration or Serial	Registration Date
Managed	Print	Service	Automated	&	USA	9,573,807 B1	2/21/2017
Integrated	System						

# SCHEDULE B

# Patent Applications

None.

### Schedule C

# Registered Trademarks and Trademark Applications

Trademark:	SN/DMI	Reg. No.	Status	Renew/Action
DCS DATA COLLECTION SERVICE	SN	3760647	In Renewal	Submitted to Annette Heller Oct. 2015 - Andy verifying
MPS SELECT words and logo	DMI	5473138	Current	
DM Logo (8lue box with reverse "DM")	DMI	5446216	Current	
DM DISTISTRIBUTION MANAGEMENTwords only	DMI	5349509	Current	
DM SERVICES - words only	DMI	5339625	Current	
DM FULFILLMENT - words only	DMI	5339626	Current	
WE SUPPLY TRUST - words only	DMI	5441927	Current	
SUPPLY ROUTING LABEL -words only			In process	Submitted to Andy
SUPPLIES NETWORK and design	SN	1645598	In renewal	Submitted to Andy
Supply Management System (SMS)			New	Submitted to Andy 3/30
Local Device Management (LDM)			New	Submitted to Andy 3/30
Device Tracker (DT)			New	Submitted to Andy 3/30
My Printer Manager (MPM)			New	Submitted to Andy 3/30
ATRS AUTO TONER REPLENISHMENT SYSTEM	SN	3754615	Renewed 2018	2030
ATRS - appling to protect "ATRS" only (without Auto Toner Replenishment spelled out)	SN			submitted to Heller 5/29/2019
ATR5 ONLY (w/o AUTO TONER REPLENISHMENT SYSTEM)			Requested 05/19	
PREMIER	SN	2545666	Current	2022
SUPPLIESNETWORK	SN	4371713	Current	2023
WWW.SUPPLIESNETWORK,COM	<u> </u>	3037256	Current	2026
SUPPLIES NETWORK & DESIGN	SN	3213111	Current	2018
DMI DISTRIBUTION MANAGEMENT, INC & DESIGN	DMI	2715656	expired 2013	Submitted to Andy- A Heller filed on 4/25/17 Still pending B/15
SUPPLIESNET	5N	2660034	Expired	
MYSNET			Never established	
THE DEPENDABLE SOURCE	SN	6261249	Expired	
PRODUCTS YOU NEED FROM PEOPLE YOU TRUST	SN	2621248	Expired	
CARBON 5IX	SN	3509311	Expired	Abandoned
CARBON SIX	5N	3618722	Expired	Abandoned

**RECORDED: 11/15/2019**