

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		01/17/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC		
Street Address:	311 SOUTH WACKER DRIVE, STE 6400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
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	
Serial Number:	87958699	PLAN-TO-SELL	
Registration Number:	2372013	IRIS INTERACTIVE RETAIL INFORMATION SYST	
Registration Number:	1914140	MAGNA-BURN	
Registration Number:	5189908	MOVING GROCERY FORWARD	
Registration Number:	4142688	MOBILE2GRO	
Registration Number:	4073683	SHOP2GRO	
Registration Number:	4114083	PLAN2GRO	
TRADEMARK			

CH \$565.00 3133362

Property Type	Number	Word Mark
Registration Number:	3954762	SOCIAL GROCERY
Registration Number:	2462625	MYWEBGROCER
Registration Number:	0344703	

CORRESPONDENCE DATA

Fax Number: 7146686355

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: 7146686255

Email: SUNNYELEE@PAULHASTINGS.COM

Correspondent Name: SUNNY E. LEE

Address Line 1: 695 TOWN CENTER DRIVE, 17TH FLOOR

Address Line 2: PAUL HASTINGS, LLP

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 95247-23 Olson

NAME OF SUBMITTER: SUNNY E. LEE

SIGNATURE: /S/ SUNNY E. LEE

DATE SIGNED: 01/17/2020

Total Attachments: 8

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TRADEMARK SECURITY INTEREST AGENT AGREEMENT

This **TRADEMARK SECURITY INTEREST AGENT AGREEMENT** (this "Agreement") is entered into as of January 17, 2020, by and between **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as the resigning administrative agent ("Resigning Agent") and **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, a Delaware limited liability company ("Monroe") in its prospective capacity as the successor administrative agent ("Successor Agent").

WHEREAS, Resigning Agent is a party to that certain Trademark Security Agreement entered into as of November 2, 2018 with the Grantors (as that term is defined in the Trademark Security Agreement), and such Trademark Security Agreement is recorded at Reel/Frame: 006475/0179;

WHEREAS, Resigning Agent is a party to that certain Supplement to Trademark Security Agreement ("Supplement") entered into as of October 9, 2019 with the Grantors (as that term is defined in the Supplement);

WHEREAS, pursuant to the Trademark Security Agreement and Supplement, Resigning Agent was granted, for the benefit of the Lenders (as defined in that certain Guarantee and Collateral Agreement dated November 2, 2018), a continuing first priority security interest in the Grantors' Collateral (as that term is defined in the Guarantee and Collateral Agreement), including the trademarks listed on Schedule A attached hereto;

WHEREAS, pursuant to that certain Resignation and Appointment of Agent Agreement dated of even date herewith, Resigning Agent is resigning as Agent and Successor Agent is being appointed as Agent; and

WHEREAS, Resigning Agent desires to assign its rights under the Trademark Security Agreement and Supplement to Successor Agent.

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

Assignment

(a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent, effective as of the Effective Time (as that term is defined in the Resignation and Appointment Agent Agreement), all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Trademark Security Agreement and Supplement (other than those rights that expressly survive the resignation pursuant to the Credit Agreement (as that term is defined in the Resignation and Appointment of Agent Agreement)), including Resigning Agent's first priority security interest in the Grantor's trademark Collateral.

(b) Effective as of the Effective Time, Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Trademark Security Agreement and Supplement as if it were the original administrative agent thereunder, and the rights, benefits, powers and duties of the Resigning Agent (other than those rights and

benefits that expressly survive the resignation pursuant to the Credit Agreement) under the Trademark Security Agreement and Supplement shall be terminated.

(c) The Resigning Agent further agrees, at the Borrower's reasonable request (as that term is defined in the Resignation and Appointment Agent Agreement), to (i) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Resigning Agent under the Trademark Security Agreement and Supplement to the Successor Agent; and (ii) execute and deliver to Successor Agent or Borrower such additional documents and shall provide such additional information as Successor Agent or Borrower may reasonably request to carry out the terms of this Agreement.

Miscellaneous

(a) Each of the parties hereto hereby agrees from time to time, promptly upon request of any other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) 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.

(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION
in its capacity as the Resigning Agent

By: D. H.
Name: Derek Hrubeniuk
Title: Vice President

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC,
in its capacity as the Successor Agent

By: 
Name: Nathan C. Harrell
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY INTEREST AGENT AGREEMENT]

TRADEMARK
REEL: 006841 FRAME: 0216

SCHEDULE A**Trademarks**

OWNER	Serial or Registration Number	TRADEMARK	STATUS
JustEnough Software Corporation, Inc.	3,133,362	JUSTENOUGH ®	REGISTERED Section 8/9 Combined Declaration of Use and Application for Renewal Due: 8/22/2026
JustEnough Software Corporation, Inc.	4,543,254	JUSTENOUGH ®	REGISTERED Section 8 Declaration of Use Due: 6/3/2020
JustEnough Software Corporation, Inc.	4,543,256	JUSTENOUGH ®	REGISTERED Section 8 Declaration of Use Due: 6/3/2020
JustEnough Software Corporation, Inc.	4,543,255	JUSTENOUGH ®	REGISTERED Section 8 Declaration of Use Due: 6/3/2020
JustEnough Software Corporation, Inc.	4,437,526	CIRCULAR Design	REGISTERED Section 8 Declaration of Use Due: 11/19/2019
JustEnough Software Corporation, Inc.	4,437,527	CIRCULAR Design	REGISTERED Section 8 Declaration of Use Due: 11/19/2019
JustEnough Software Corporation, Inc.	4,437,528	CIRCULAR Design	REGISTERED Section 8 Declaration of Use Due: 11/19/2019
JustEnough Software Corporation, Inc.	4,492,250	JUSTENOUGH and design	REGISTERED Section 8 Declaration of Use Due: 3/4/2020

JustEnough Software Corporation, Inc.	4,486,167	JUSTENOUGH and design	REGISTERED Section 8 Declaration of Use
			Due: 2/18/2020
JustEnough Software Corporation, Inc.	4,492,251	JUSTENOUGH and design	REGISTERED Section 8 Declaration of Use Due: 3/4/2020
MI9 Retail ULC	5283348	MI9	REGISTERED
RaymarkULC	2361060	RAYMARK	REGISTERED
Mi9 Retail, Inc.	87958699	Plan to Sell	PENDING
Software Development, Inc.	2372013	IRIS INTERACTIVE RETAIL INFORMATION SYSTEM & Design	REGISTERED
Software Development, Inc.	1914140	MI9 (Tradename)	REGISTERED
MyWebGrocer, Inc.	5189908	MOVING GROCERY FORWARD	REGISTERED
MyWebGrocer, Inc.	4142688	MOBILE2GRO	REGISTERED
MyWebGrocer, Inc.	4073683	SHOP2GRO	REGISTERED
MyWebGrocer, Inc.	4114083	PLAN2GRO	REGISTERED
MyWebGrocer, Inc.	3954762	SOCIAL GROCERY	REGISTERED
MyWebGrocer, Inc.	2462625	MYWEBGROCER	REGISTERED (Renewed)
MyWebGrocer, Inc.	0344703	MWG COMMERCE	REGISTERED

MI9 INC.	3,133,362	JUSTENOUGH	REGISTERED Section 8/9 Combined Declaration of Use and Application for Renewal Due: 8/22/2026
MI9 INC.	4,543,254	JUSTENOUGH	REGISTERED Section 8 Declaration of Use Due: 6/3/2020
MI9 INC.	4,543,256	JUSTENOUGH	REGISTERED Section 8 Declaration of Use Due: 6/3/2020
MI9 INC.	4,543,255	JUSTENOUGH	REGISTERED Section 8 Declaration of Use Due: 6/3/2020
MI9 INC.	4,437,526	CIRCULAR Design	REGISTERED Section 8 Declaration of Use Due: 11/19/2019
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MI9 INC.	4,437,528	CIRCULAR Design	REGISTERED Section 8 Declaration of Use Due: 11/19/2019
MI9 INC.	4,492,250	JUSTENOUGH and design	REGISTERED Section 8 Declaration of Use Due: 3/4/2020
MI9 INC.	4,486,167	JUSTENOUGH and design	REGISTERED Section 8 Declaration of Use Due: 2/18/2020

MI9 INC.	4,492,251	JUSTENOUGH and design	REGISTERED Section 8 Declaration of Use Due: 3/4/2020
MI9 Retail ULC	5283348	MI9	REGISTERED
Raymark ULC	2361060	RAYMARK	REGISTERED
Mi9 Retail, Inc.	5864462	PLAN-TO-SELL	REGISTERED
MI9 INC.	2372013	IRIS INTERACTIVE RETAIL INFORMATION SYSTEM & Design	REGISTERED
MI9 INC.	5189908	MOVING GROCERY FORWARD	REGISTERED
MI9 INC.	4073683	SHOP2GRO	REGISTERED
MI9 INC.	4114083	PLAN2GRO	REGISTERED
MI9 INC.	3954762	SOCIAL GROCERY	REGISTERED
MI9 INC.	2462625	MYWEBGROCER	REGISTERED