

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM710108

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900671767

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Casco Development, LLC		12/13/2021	Limited Liability Company: MAINE
IMS Software, LLC		12/13/2021	Limited Liability Company: DELAWARE
Robocom US, LLC		12/13/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Barings Finance LLC, as Administrative Agent
Street Address:	300 S. Tryon Street
Internal Address:	Suite 2500
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	6214561	SHOPVUE
Registration Number:	3662636	FOOD CONNEX
Registration Number:	4330696	INTELLILABEL
Registration Number:	4264756	ISC
Registration Number:	4287063	WEB SUPPLIER LABELING
Registration Number:	1771141	NEXT GENERATION
Serial Number:	88700861	SHOPVUE

CORRESPONDENCE DATA

Fax Number: 7044448857

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: 7043432000

Email: twitcher@mcguirewoods.com

Correspondent Name:	Terry L. Witcher, Senior Paralegal
Address Line 1:	McGuireWoods LLP
Address Line 2:	201 N. Tryon Street, Suite 3000
Address Line 4:	Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher
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SIGNATURE:	/s/ Terry L. Witcher
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DATE SIGNED:	02/23/2022
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 13, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Barings Finance LLC, as Administrative Agent (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of December 13, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. *Grant of Security Interest*

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

2.1 *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. *Security Agreement*

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. *Recordation*

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

Section 5. *Termination*

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding contingent indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein. Any Trademark Collateral disposed of in accordance with the terms of the Credit Agreement shall be automatically released of the Liens created hereby in accordance with Section 6.11 of the Security Agreement.

Section 6. *Governing Law*

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

Section 7. *Counterparts*

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.

[Remainder of page intentionally left blank]

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

CASCO DEVELOPMENT, LLC,
a Maine limited liability company
IMS SOFTWARE, LLC,
a Delaware limited liability company
RADLEY LLC,
a Michigan limited liability company
ROBOCOM US, LLC,
a Delaware limited liability company

By: 

Name: William McCourt

Title: Chief Financial Officer and Secretary

CAI TopCo, LLC

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007569 FRAME: 0964

BARINGS FINANCE LLC, as Administrative
Agent

By: 
Name: E. Max McEwen
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registration:

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>	<u>Grantor</u>
SHOPVUE	88700837	November 21, 2019	6214561	December 08, 2020	CASCO DEVELOPMENT, LLC
FOOD CONNEX	77488268	June 02, 2008	3662636	August 04, 2009	IMS SOFTWARE, LLC
INTELLILABEL	85612972	May 01, 2012	4330696	May 07, 2013	RADLEY LLC
ISC	85693315	August 02, 2012	4264756	December 25, 2012	RADLEY LLC
WEB SUPPLIER LABELING	85644732	June 06, 2012	4287063	February 05, 2013	RADLEY LLC
NEXT GENERATION	74100846	September 27, 1990	1771141	May 18, 1993	ROBOCOM US, LLC

U.S. Trademark Applications:

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>	<u>Grantor</u>
SHOPVUE	88700861	November 21, 2019	N/A	N/A	CASCO DEVELOPMENT, LLC