

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (FIRST LIEN)		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ChannelAdvisor Corporation		11/15/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1585 Broadway		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5116346	CHANNELADVISOR COMPLETE	
Registration Number:	5222832	HUBLOGIX	
Registration Number:	2602395	CHANNELADVISOR	
Registration Number:	4861706	CHANNELADVISOR	
Registration Number:	4879924	CHANNELADVISOR	
Registration Number:	4869680		
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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1834543 TM 1L		
NAME OF SUBMITTER:	Gabrielle Agnew		
SIGNATURE:	/Gabrielle Agnew/		

OP \$165.00 5116346

DATE SIGNED:	11/15/2022
---------------------	------------

Total Attachments: 5

- source=A 1L - Trademark IPSA (CommerceHub - ChannelAdvisor)#page2.tif
- source=A 1L - Trademark IPSA (CommerceHub - ChannelAdvisor)#page3.tif
- source=A 1L - Trademark IPSA (CommerceHub - ChannelAdvisor)#page4.tif
- source=A 1L - Trademark IPSA (CommerceHub - ChannelAdvisor)#page5.tif
- source=A 1L - Trademark IPSA (CommerceHub - ChannelAdvisor)#page6.tif

TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2022 (this “Agreement”), among ChannelAdvisor Corporation, a Delaware corporation (the “Grantor”) and Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of December 29, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Great Dane Parent, LLC, a Delaware limited liability company (“Holdings”), CommerceHub, Inc., a Delaware corporation (“CommerceHub” or the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and Morgan Stanley Senior Funding, Inc., as Administrative Agent and (b) the First Lien Collateral Agreement dated as of December 29, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this

Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

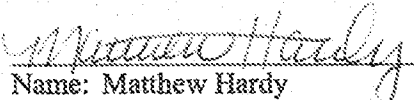
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CHANNELADVISOR CORPORATION, as
Grantor

By:

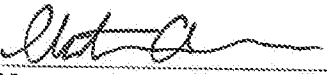

Name: Matthew Hardy

Title: President, Chief Financial Officer and Treasurer

[Signature Page to First Lien Patent Security Agreement]

TRADEMARK
REEL: 007902 FRAME: 0158

MORGAN STANLEY SENIOR FUNDING,
INC., as Collateral Agent

By: 
Name: Christina Ames
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007902 FRAME: 0159

Schedule I

Trade-mark	App. No.	App. Date	Reg. No.	Reg. Date
CHANNELADVISOR COMPLETE	77179219	05/11/2007	5116346	01/10/2017
HUBLOGIX ¹	87228849	11/07/2016	5222832	06/13/2017
CHANNELADVISOR	76141311	10/05/2000	2602395	07/30/2002
CHANNELADVISOR	85938333	05/21/2013	4861706	12/01/2015
CHANNELADVISOR	86534168	02/13/2015	4879924	01/05/2016
<i>Design Only</i>	86534182	02/13/2015	4869680	12/15/2015

¹ Record ownership to be updated with the USPTO from HubLogix Commerce Corp. to ChannelAdvisor Corporation, as successor by merger.