

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OpticsPlanet, Inc.		02/13/2017	Corporation: ILLINOIS
Aurora Logistics, LLC		02/13/2017	Limited Liability Company: ILLINOIS
USIQ, Inc.		02/13/2017	Corporation: ILLINOIS
Ecentria IPH, LLC		02/13/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	AloStar Bank of Commerce		
Street Address:	3630 Peachtree Road, N.E.		
Internal Address:	Suite 1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	State Banking Institution: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5032231	HERO'S CHOICE	
CORRESPONDENCE DATA			
Fax Number:	6785337772		
<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:	404-681-5974		
Email:	mlg@phrd.com		
Correspondent Name:	Michael Grove		
Address Line 1:	303 Peachtree St., N.E.		
Address Line 2:	36th Floor		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	5146.65		
NAME OF SUBMITTER:	Douglas A. Nail		
SIGNATURE:	/DAN/		
DATE SIGNED:	02/22/2017		

CH \$40.00 5032231

Total Attachments: 6

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**FIRST AMENDMENT AND SUPPLEMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT AND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 13, 2017, is made by and among **ALOSTAR BANK OF COMMERCE**, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama (together with its successors and assigns, "Lender"), **OPTICSPLANET, INC.**, an Illinois corporation ("OpticsPlanet"), **AURORA LOGISTICS, LLC**, an Illinois limited liability company, dba Rockpoint Logistics ("Aurora"), **USIQ, INC.**, an Illinois corporation ("USIQ"), and **ECENTRIA IPH, LLC**, an Illinois limited liability company ("IPH"; OpticsPlanet, Aurora, USIQ and IPH, collectively, the "Companies" and each individually, a "Company").

WHEREAS, pursuant to that certain Trademark Security Agreement dated February 3, 2015, among Lender and the Companies and recorded at Reel 5452 and Frame 0987 with the United States Patent and Trademark Office on February 4, 2015 (as amended, supplemented, restated and otherwise modified from time to time, the "Trademark Security Agreement"), the Companies granted a security interest to Lender in certain trademarks and other rights and assets of the Companies;

WHEREAS, the parties desire to enter into this Agreement to evidence certain amendments and supplements to the Trademark Security Agreement and provide for other matters, more fully described herein;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement shall have the meanings given to such terms in the Trademark Security Agreement.
2. Supplement to Trademark Security Agreement. The Trademark Security Agreement is hereby amended and supplemented by adding the trademarks contained on Schedule I to this Agreement to Exhibit A to the Trademark Security Agreement.
3. Additional Notice of Grant of Security Interest. To secure the prompt payment and performance of the Obligations, and without limiting the continuation of any prior liens or security interests in the Trademark Collateral granted by the Companies to Lender, each Company hereby pledges, assigns and grants to Lender a continuing security interest in and Lien upon all of its right, title and interest to the trademarks listed on Schedule I attached hereto.
4. Acknowledgment. Each assignment, grant of security interest and other rights provided to Lender by, together with all obligations, covenants and liabilities of, Companies in the Trademark Security Agreement are hereby reaffirmed. This Agreement has been executed and delivered by Companies for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Lender in connection with the Trademark Security Agreement and is expressly subject to the terms and conditions thereof. The Trademark Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

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

[Remainder of page intentionally left blank;
Signatures appear on the following pages.]

IN WITNESS WHEREOF, Lender has caused this Agreement to be duly executed and delivered as of the day and year first above written.

ALOSTAR BANK OF COMMERCE
("Lender")

By: 
Name: **Carlos Tan**
Title: Vice President

[Acknowledgment and Acceptance of Company follows on next page.]

Acknowledged and agreed as of the day and date first set forth above:

"Companies":

OPTICSPLANET, INC.

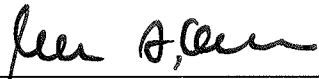
By: 
Name: **Mark Levitin**
Title: Chief Executive Officer and Secretary

[CORPORATE SEAL]

AURORA LOGISTICS, LLC

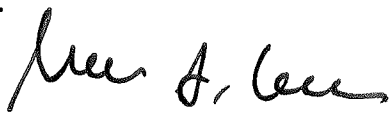
By: Ecentria Holdings I, LLC and Ecentria Holdings II, LLC, its members

By: Ecentria Group, Inc., sole member of its members

By: 
Name: **Mark Levitin**
Title: Chief Executive Officer

[SEAL]

USIQ, INC.

By: 
Name: **Mark Levitin**
Title: Chief Executive Officer and Secretary

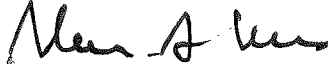
[CORPORATE SEAL]

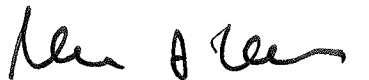
[Signatures continue on the following pages]


ECENTRIA IPH, LLC

By: Ecentria Holdings I, LLC and Ecentria Holdings II, LLC, its members

By: Ecentria Group, Inc., sole member of its members

By: 
Name: **Mark Levitin**
Title: Chief Executive Officer

By: 
Name: **Mark Levitin**
Title: Manager

By: 
Name: **Pavel Shvartsman**
Title: Manager

[SEAL]

SCHEDULE I
TO FIRST AMENDMENT AND SUPPLEMENT TO
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
HERO'S CHOICE	5032231	August 30, 2016	Ecentria IPH, LLC