

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459856

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Acknowledgement of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LP Innovations, Inc.		01/05/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Capital One, N.A.
Street Address:	2 Bethesda Metro Center, 7th Floor
Internal Address:	Attn: Portfolio Manager - DTT
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3184230	ROYALTY ASSURANCE SOLUTIONS
Registration Number:	3424849	NATIONAL SHRINK DATABASE
Registration Number:	3586276	NATIONAL SHRINK DATABASE
Registration Number:	3667731	LP IN A BOX
Registration Number:	3667732	LP IN A BOX
Registration Number:	4193166	LP INNOVATIONS
Registration Number:	4193162	LPI
Registration Number:	4193158	LPI
Registration Number:	3220183	LP INNOVATIONS YOUR LOSS PREVENTION SOLU
Registration Number:	3220066	LP INNOVATIONS

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com, tyson.wanjura@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

TRADEMARK

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	01/29/2018
Total Attachments: 3 source=DTT_SecurityAgreement#page1.tif source=DTT_SecurityAgreement#page2.tif source=DTT_SecurityAgreement#page3.tif	

ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

January 5, 2018

WHEREAS, LP INNOVATIONS, INC., a Delaware corporation (“**Grantor**”), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, Grantor has entered into that certain Limited Waiver, Joinder and Ninth Amendment to Revolving Credit and Security Agreement and Credit Documents, dated as of January 5, 2018 (the “**Ninth Amendment**”), by and among Grantor, the other credit parties party thereto, the lenders party thereto, and Capital One, N.A., as agent for certain lenders (“**Agent**”), pursuant to which Grantor has become a “Credit Party” under that certain Revolving Credit and Security Agreement, dated as of March 15, 2012 (as amended, the “**Security Agreement**”) by and among the credit parties party thereto, the lenders party thereto, and Agent;

WHEREAS, pursuant to the Ninth Amendment and the Security Agreement, Grantor has granted to Agent a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the good-will 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 and any and all damages arising from past, present and future violations thereof (the “**Trademark Collateral**”), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby acknowledge the grant to Agent of a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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**[SIGNATURE PAGE TO ACKNOWLEDGEMENT OF SECURITY INTEREST IN
TRADEMARKS]**

IN WITNESS WHEREOF, Grantor has caused this Acknowledgement to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

LP INNOVATIONS, INC.

By: Mark Simson

Name: Mark Simson

Title: Secretary

SCHEDULE 1 TO
ACKNOWLEDGEMENT OF SECURITY INTEREST IN TRADEMARKS

Registered Trademarks

Trademark	U.S. Registration No.	U.S. Registration Date
ROYALTY ASSURANCE SOLUTIONS	3,184,230	December 12, 2006
NATIONAL SHRINK DATABASE	3,424,849	May 6, 2008
NATIONAL SHRINK DATABASE (and Design)	3,586,276	March 10, 2009
LP IN A BOX	3,667,731	August 11, 2009
LP IN A BOX (and Design)	3,667,732	August 11, 2009
LP INNOVATIONS DESIGN MARK	4,193,166	August 21, 2012
LPI	4,193,162	August 21, 2012
LPI DESIGN MARK	4,193,158	August 21, 2012
LP INNOVATIONS YOUR LOSS PREVENTIONS SOLUTION	3,220,183	March 20, 2007
LP INNOVATIONS	3,220,066	March 20, 2007