

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526967

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Distribution International, Inc.		06/07/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	901 Main Street, 11th Floor, TX1-492-11-23
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4720841	DISTRIBUTION INTERNATIONAL
Registration Number:	5291236	DI DISTRIBUTION INTERNATIONAL EXCELLENCE
Registration Number:	5464845	Z-LOG
Registration Number:	5464846	Z-KWIK
Registration Number:	5433739	ANYTHING ANYTIME ANYWHERE
Registration Number:	5313726	GUS
Registration Number:	5698129	EVRLINER
Registration Number:	5698130	EVRLINER FP

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Stewart Walsh
 Address Line 1: 1025 Vermont Ave NW, Ste 1130
 Address Line 2: COGENCY GLOBAL Inc.
 Address Line 4: Washington, D.C. 20005

OP \$215.00 4720841

ATTORNEY DOCKET NUMBER:	1093008 DI TM ABL
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	06/07/2019

Total Attachments: 7

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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of June 7, 2019 (this “IP Security Agreement Supplement”), among Distribution International, Inc. (the “**Grantor**”) and Bank of America, N.A., as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit for the Secured Parties.

Reference is made to that certain US ABL Pledge and Security Agreement, dated as of December 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the US Loan Parties party thereto and the Collateral Agent. The ABL Lenders (as defined below) have extended credit to the US Borrower (as defined in ABL Credit Agreement, dated as of December 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “ABL Credit Agreement”), by and among DI Purchaser, Inc., a Delaware corporation, as the US Borrower, DI Intermediate, Inc., a Delaware corporation, as Holdings, Crossroads C&I Distributors Inc., a British Columbia corporation, as the Canadian Borrower, the lenders from time to time party thereto (the “ABL Lenders”) and Bank of America, N.A., as administrative agent and collateral agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Credit Agreement, the Grantor and the Collateral Agent have entered into that certain ABL Intellectual Property Security Agreement, dated as of December 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “IP Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement or the ABL Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “Additional IP Collateral”):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability of such intent-to-use Trademark application under applicable Requirements of Law;

all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

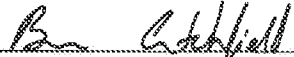
SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional IP 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. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

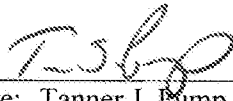
[Signature Pages Follow]

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

DISTRIBUTION INTERNATIONAL, INC.

By: 
Name: Brian Crutchfield
Title: Chief Financial Officer, Vice President
and Treasurer

BANK OF AMERICA, N.A.,
as the Collateral Agent

By: 
Name: Tanner J. Pump
Title: Senior Vice President

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Distribution International, Inc.	4720841	DISTRIBUTION INTERNAIONAL
Distribution International, Inc.	5291236	DI DISTRIBUTION INTERNATIONAL EXCELLENCE DELIVERED
Distribution International, Inc.	5464845	Z-LOG
Distribution International, Inc.	5464846	Z-KWIK
Distribution International, Inc.	5433739	ANYTHING ANYTIME ANYWHERE
Distribution International, Inc.	5313726	GUS
Distribution International, Inc.	5698129	EVRLINER
Distribution International, Inc.	5698130	EVRLINER EP

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

Schedule III

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RECORDED: 06/07/2019

**TRADEMARK
REEL: 006665 FRAME: 0465**