

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433425

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|---|---------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MI9 RETAIL ULC | | 06/30/2017 | Unlimited Liability Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | SILICON VALLEY BANK, AS AGENT | | |
| Street Address: | 3003 TASMAN DRIVE | | |
| Internal Address: | HF 150 | | |
| City: | SANTA CLARA | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95054 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85958633 | MI9 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202-370-4750 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Joanna McCall | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F171117 | | |
| NAME OF SUBMITTER: | Andrew Nash | | |
| SIGNATURE: | /Andrew Nash/ | | |
| DATE SIGNED: | 06/30/2017 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into as of June 30, 2017, by and between the Grantor listed on the signature page hereto (the "*Grantor*") and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, the "*Administrative Agent*").

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Credit Agreement, dated as of June 30, 2017, by and among **MNINE ACQUIRECO, INC.**, a Delaware corporation ("*Holdings*"), **Mi9 RETAIL INC.**, a Delaware corporation (the "*Borrower*"), the several banks and other financial institutions or entities from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*"), **SILICON VALLEY BANK** ("*SVB*"), as the Issuing Lender and the Swingline Lender, and SVB, as administrative agent and collateral agent for the Lenders (in such capacity, the "*Administrative Agent*") (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*"). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower, Grantor and certain other parties have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Guarantee and Collateral Agreement*").

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower, Grantor and the other parties to the Guarantee and Collateral Agreement shall grant to Administrative Agent a security interest in certain Trademarks (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower, Grantor and the other parties to the Guarantee and Collateral Agreement have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower's and each other Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Trademark collateral (including without limitation those Trademarks listed on Exhibit A hereto), and including all rights to sue at law or in equity for any infringement or impairment thereof, including the right to receive all proceeds and damages therefrom, except for United States intent-to-use trademark or service mark application prior to the filing of a

“Statement of Use” or “Amendment to Allege Use” with respect thereto, or, if filed, if such “Statement of Use” or “Amendment to Allege Use” has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted by the U.S. Patent and Trademark Office).

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT, AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO AND THERETO, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MI9 RETAIL ULC

By: 

Name: Jason Williams

Title: Secretary and Treasurer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,
as the Administrative Agent

By: Jonathan Wolfert
Name: Jonathan Wolfert
Title: Vice President

TRADEMARKS

Pending Trademark Applications

| <u>Loan Party</u> | <u>Jurisdiction</u> | <u>Application No.</u> | <u>Filing Date</u> | <u>Applicant</u> | <u>Mark</u> |
|-------------------|---------------------|------------------------|--------------------|------------------|-------------|
| Mi9 Retail ULC | United States | 85958633 | June 13, 2013 | Mi9 Retail ULC | MI9 |