

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408804

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GT Nexus, Inc.		12/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3779062	FACTORY XPRESS	
Registration Number:	3779063	FEX	
Registration Number:	2240975	TRADECARD	
Registration Number:	4186022	TRADECARD	
Registration Number:	2219289	TRADECARD	
Registration Number:	2565874	TRADECARD	
Registration Number:	2632394	TRADECARD	
Registration Number:	2606430	TRADECARD	
Registration Number:	2698147	TRADECARD	
Registration Number:	2616330	TRADECARD	
Registration Number:	4186020	TRADECARD	
Serial Number:	87099523	GT NEXUS	
Serial Number:	87099511	GT NEXUS	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2124464800		
Email:	hayley.smith@kirkland.com		

CH \$340.00 3779062

Correspondent Name: KIRKLAND & ELLIS LLP
Address Line 1: ATTN HAYLEY SMITH
Address Line 2: 601 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 40106-149 (HS)

NAME OF SUBMITTER: Hayley Smith

SIGNATURE: //Hayley Smith//

DATE SIGNED: 12/13/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

December 13, 2016

WHEREAS, GT NEXUS, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement dated as of August 25, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and Wilmington Trust, National Association, solely in its capacity, as Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

It is understood and agreed that Wilmington Trust, National Association is entering into this Agreement solely in its capacity as Collateral Agent under the Indenture and not in its individual or corporate capacity. In acting under this Agreement, the Collateral Agent shall be entitled to all of the rights, privileges and immunities of the Collateral Agent under the Indenture and Security Agreement as if such rights, privileges and immunities were set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GT NEXUS, INC.

By: 

Name: Gregory M. Giangjordano

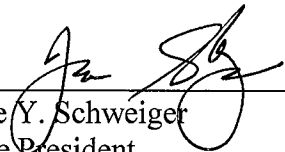
Title: President

[Infor – Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005946 FRAME: 0363

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent







By: 
Name: Jane Y. Schweiger
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT



TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks:


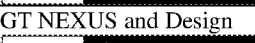
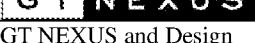


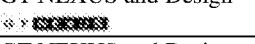
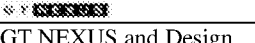
U.S. Trademarks

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner ¹	Status
FACTORY EXPRESS	3779062	4/20/2010	GTNX, Inc.	Registered; Renewal due 4/20/2020
FEX	3779063	4/20/2010	GTNX, Inc.	Registered; Renewal due 4/20/2020
GT NEXUS	(87/099,523)	(7/11/2016)	GT Nexus, Inc.	Pending
GT NEXUS and Design 	(87/099,511)	(7/11/2016)	GT Nexus, Inc.	Pending
TRADECARD	2240975	4/20/1999	GTNX, Inc.	Registered; Renewal due 4/20/2019
TRADECARD	4186022	8/7/2012	GTNX, Inc.	Registered; Renewal due 8/7/2022
TRADECARD and Design 	2219289	9/10/2002	GTNX, Inc.	Registered; Renewal due 9/10/2022
TRADECARD and Design 	2565874	4/30/2002	GTNX, Inc.	Registered; Renewal due 4/30/2022
TRADECARD and Design 	2632394	10/8/2002	GTNX, Inc.	Registered; Renewal due 10/8/2022
TRADECARD and Design 	2606430	8/13/2002	GTNX, Inc.	Registered; Renewal due 8/13/2022
TRADECARD and Design 	2698147	3/18/2003	GTNX, Inc.	Registered; Renewal due 3/18/2023

¹ Note: Effective May 1, 2016 TradeCard, Inc. and GT Nexus, Inc. were merged with and into GTNX, Inc. Upon the effective date of the mergers, the surviving GTNX, Inc. changed its name to GT Nexus, Inc. A trademark filing assigning all trademarks registered to GTNX, Inc. to GT Nexus, Inc. was made with the USPTO and accepted November 18, 2016

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner ¹	Status
TRADECARD and Design 	2616330	9/10/2002	GTNX, Inc.	Registered; Renewal due 9/10/2022
TRADECARD and Design 	4186020	8/7/2012	GTNX, Inc.	Registered; Renewal due 8/7/2022

Foreign Trademarks

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
GT NEXUS	Brazil	(911541942)	(8/26/2016)	GT Nexus, Inc.	Pending
GT NEXUS	Canada	(1792855)	(7/22/2016)	GT Nexus, Inc.	Pending
GT NEXUS	European Union	(15924756)	(10/14/2016)	GT Nexus, Inc.	Pending
GT NEXUS	International (Australia)	(A0060296)	(7/21/2016)	GT Nexus, Inc.	Pending
GT NEXUS	International (China)	(A0060296)	(7/21/2016)	GT Nexus, Inc.	Pending
GT NEXUS	International (India)	(A0060296)	(7/21/2016)	GT Nexus, Inc.	Pending
GT NEXUS	International (Japan)	(A0060296)	(7/21/2016)	GT Nexus, Inc.	Pending
GT NEXUS	Mexico	(1774194)	(7/26/2016)	GT Nexus, Inc.	Pending
GT NEXUS	Saudi Arabia			GT Nexus, Inc.	Pending
GT NEXUS	United Arab Emirates	(262127)	(10/31/2016)	GT Nexus, Inc.	Pending
GT NEXUS and Design 	Brazil	(911541810)	(8/26/2016)	GT Nexus, Inc.	Pending
GT NEXUS and Design 	Canada	(1792858)	(7/22/2016)	GT Nexus, Inc.	Pending
GT NEXUS and Design 	European Union	(15887367)	(10/4/2016)	GT Nexus, Inc.	Pending
GT NEXUS and Design 	International (Australia)	(A0060351)	(7/21/2016)	GT Nexus, Inc.	Pending
GT NEXUS and Design 	International (China)	(A0060351)	(7/21/2016)	GT Nexus, Inc.	Pending
GT NEXUS and Design 	International (India)	(A0060351)	(7/21/2016)	GT Nexus, Inc.	Pending
GT NEXUS and Design 	International (Japan)	(A0060351)	(7/21/2016)	GT Nexus, Inc.	Pending
GT NEXUS and Design 	Mexico	(1774195)	(7/26/2016)	GT Nexus, Inc.	Pending
GT NEXUS and Design 	Saudi Arabia			GT Nexus, Inc.	Pending
GT NEXUS and Design 	Sri Lanka	(187151)	(3/4/2014)	TradeCard, Inc.	Pending
GT NEXUS and Design 	Sri Lanka	(187153)	(3/4/2014)	TradeCard, Inc.	Pending
GT NEXUS and Design 	Sri Lanka	(187154)	(3/4/2014)	TradeCard, Inc.	Pending
GT NEXUS and Design 	Sri Lanka	(187155)	(3/4/2014)	TradeCard, Inc.	Pending
GT NEXUS and Design 	United Arab Emirates	(262128)	(10/31/2016)	GT Nexus, Inc.	Pending

TRADEMARK

RECORDED: 12/13/2016

REEL: 005946 FRAME: 0367