

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOLUTIONS 2 GO, LLC		11/17/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	20975 Swenson Drive, Suite 200		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53186		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3883651	SOLUTIONS 2 GO	
Serial Number:	87398272	S2G DISTRIBUTION	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	nancy.wiford@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons, Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Bradley Parkman		
SIGNATURE:	/Bradley Parkman/		
DATE SIGNED:	11/22/2017		
Total Attachments: 6			
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OP \$65.00 3883651

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated November 17, 2017, is made by SOLUTIONS 2 GO, LLC, a California limited liability company, located at 1701 Quail St., Suite 300, Newport Beach, CA 92660 ("Assignor"), in favor of Bank of America, N.A., a national banking association, located at 20975 Swenson Drive, Suite 200, Waukesha, Wisconsin 53186, as administrative agent for the Secured Parties (in such capacity, together with any successors and permitted assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule 1 hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, SOLUTIONS 2 GO INC., a corporation organized under the laws of Ontario, Canada (the "Canadian Borrower"), SOLUTIONS 2 GO TRADING, INC. and S2G LOGISTICS INC., each a Florida corporation (the "U.S. Borrowers" and together with the Canadian Borrower, the "Borrowers"), and certain Affiliates of the Borrowers (other than Assignor) entered into that certain Pledge and Security Agreement dated as of September 8, 2015 (the "Security Agreement") in favor of Assignee for the benefit of the Secured Parties;

WHEREAS, Assignor entered into that certain Assumption Agreement dated as of the date hereof, pursuant to which it became a party to the Security Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, expressly assumed all obligations and liabilities of a Grantor thereunder and granted to the Assignee, for the benefit of the Secured Parties, a security interest in all Collateral owned by Assignor to secure the payment and performance when due of the Secured Obligations;

WHEREAS, as collateral security for all of the Secured Obligations, Assignor has pledged and assigned to Assignee, and granted to Assignee, for the benefit of the Secured Parties a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for all of the Secured Obligations, Assignor hereby pledges and assigns to Assignee, and grants to Assignee, for the benefit of Assignee and the Secured Parties, a continuing security interest in the Collateral.

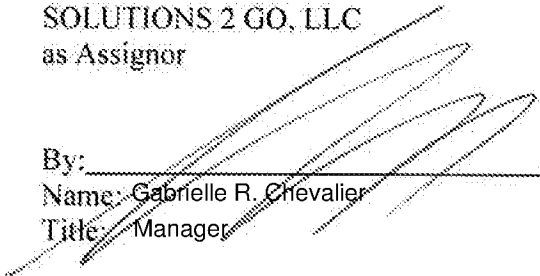
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

Upon full satisfaction of the Secured Obligations, complete performance of all of the obligations of the Obligors (as defined in the Loan Agreement) under the Loan Documents and final termination of each Lender's obligations – if any – to make any further advances under any promissory note or to provide any other financial accommodations to any Obligor, all rights under this Agreement shall terminate and the Collateral shall become wholly clear of the security interest evidenced hereby, and upon written request by Assignor such security interest shall be released by Assignee in due form and at Assignor's cost; provided, however, that this Agreement shall be reinstated if at any time any payment of any of the obligations under the Loan Documents is rescinded or must otherwise be returned by Assignee, the Lenders, or any of their respective affiliates or branches on the insolvency, bankruptcy or reorganization of any Obligor or otherwise, all as though the payment had not been made.

(Signature Pages Follow)

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

SOLUTIONS 2 GO, LLC
as Assignor

By: 
Name: Gabrielle R. Chevalier
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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AGREED AND ACCEPTED BY:

BANK OF AMERICA, N.A., as Assignee

By: Robert J. Lind
Name: Robert J. Lind
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006211 FRAME: 0947

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Word Mark	Registration No.	Registration Date	Application No.	Application Date	Owner
SOLUTIONS 2 GO	3883651	November 30, 2010	N/A	N/A	Solutions 2 GO, LLC LIMITED LIABILITY COMPANY CALIFORNIA 1701 Quail, Suite 300 Newport Beach CALIFORNIA 92660
S2G DISTRIBUTION	N/A	N/A	87398272	April 4, 2017	Solutions 2 GO, LLC LIMITED LIABILITY COMPANY CALIFORNIA 1701 Quail, Suite 300 Newport Beach CALIFORNIA 92660

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

SOLUTIONS 2 GO, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other limited liability company

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) November 17, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

- Yes
 No

Additional names, addresses, or citizenship attached?

Name: Bank of America, N.A.

Internal

Address: _____

Street Address: 20975 Swenson Drive, Suite 200

City: Waukesha

State: Wisconsin

Country: USA Zip: 53186

- Association Citizenship USA
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

87398272 - S2G DISTRIBUTION

B. Trademark Registraton No.(s)

3883651 - SOLUTIONS 2 GO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Shan Khan

Internal Address: _____

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201-2975

Phone Number: 214.220.7764

Fax Number: 214.999.7764

Email Address: skhan@velaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

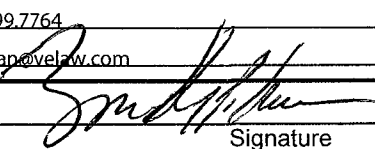
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

 Signature

11/21/2017

Date

Bradley Parkman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450