

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617588

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Seko Worldwide, LLC		12/30/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC, as Collateral Agent
Street Address:	225 West Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5596554	GENIUS IN MOTION
Registration Number:	5596553	
Registration Number:	5498860	GELNIUS
Registration Number:	4715155	AIR-CITY
Registration Number:	4094619	SEKO LOGISTICS - INTELLIGENCE DELIVERED
Registration Number:	3125393	SEKO
Registration Number:	2117536	SEKO WORLDWIDE
Registration Number:	1470985	SEKO

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.

Email: jbleskin@schiffhardin.com

Correspondent Name: Schiff Hardin LLP

Address Line 1: 233 S Wacker Drive, Suite 7100

Address Line 2: Jennifer Bleskin

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Jennifer Bleskin
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SIGNATURE:	/s/ Jennifer Bleskin
DATE SIGNED:	12/30/2020
Total Attachments: 6 source=2L_Trademark Security Agreement#page1.tif source=2L_Trademark Security Agreement#page2.tif source=2L_Trademark Security Agreement#page3.tif source=2L_Trademark Security Agreement#page4.tif source=2L_Trademark Security Agreement#page5.tif source=2L_Trademark Security Agreement#page6.tif	

THIS AGREEMENT IS SUBORDINATED TO THE PRIOR PAYMENT AND SATISFACTION IN CASH OF ALL SENIOR DEBT, AS DEFINED IN THE SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 30, 2020, BY AND AMONG BARINGS FINANCE LLC, AS SENIOR AGENT, ALTER DOMUS (US) LLC, AS SUBORDINATED AGENT, EACH OF THE SUBORDINATED LENDERS FROM TIME TO TIME PARTY THERETO, REP SEKO INTERMEDIATE HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS HOLDINGS (AS DEFINED THEREIN), REP SEKO MERGER SUB, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS INITIAL BORROWER (AS DEFINED THEREIN), SEKO GLOBAL LOGISTICS NETWORK, LLC, A DELAWARE LIMITED LIABILITY COMPANY (ON AND AFTER THE CONSUMMATION OF THE CLOSING DATE ACQUISITION (AS DEFINED THEREIN), AS A BORROWER), AND EACH OTHER BORROWER OR GUARANTOR THEREUNDER, AS THE SAME MAY BE AMENDED, MODIFIED, RESTATED OR SUPPLEMENTED FROM TIME TO TIME (THE “FIRST LIEN INTERCREDITOR AGREEMENT”), TO THE EXTENT, AND IN THE MANNER PROVIDED IN THE FIRST LIEN INTERCREDITOR AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of December 30, 2020, is made by **SEKO WORLDWIDE, LLC** (“**Grantor**”) in favor of Alter Domus (US) LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, “**Second Lien Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of December 30, 2020 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among **REP SEKO INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company (“**Holdings**”), **REP SEKO MERGER SUB, LLC**, a Delaware limited liability company (the “**Initial Borrower**” and immediately after giving effect to the Closing Date Acquisition, **SEKO GLOBAL LOGISTICS NETWORK, LLC**, a Delaware limited liability company, as successor by merger to the Initial Borrower (“**Company**” and “**Successor Borrower**”) and together with the Initial Borrower and any other Person joining the Credit Agreement from time to time that is designated as a “**Borrower**” pursuant to Section 5.11 of the Credit Agreement or otherwise, individually, a “**Borrower**” and, collectively and jointly and severally, the “**Borrowers**”), the other Credit Parties party thereto from time to time, Second Lien Collateral Agent and the Lenders party thereto from time to time, the Secured Parties have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of Second Lien Collateral Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Second Lien Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Second Lien Collateral Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2.

1) Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Second Lien Collateral Agent for the benefit of the Secured Parties, and grants to Second Lien Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

2)

a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

b) all renewals and extensions of the foregoing;

c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3) Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Second Lien Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4) Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5) Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6) Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

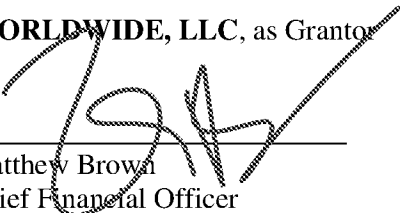
7) First Lien Intercreditor Agreement Controls. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the First Lien Intercreditor Agreement.

[Signature Page Follows]

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

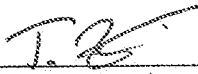
Very truly yours,

SEKO WORLDWIDE, LLC, as Grantor

By: 
Name: Matthew Brown
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

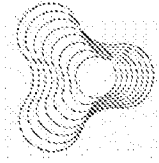

ALTER DOMUS (US) LLC, as Second Lien
Collateral Agent

By: 
Name: Jon Kirschmeier
Title: Associate Counsel

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Grantor
GENIUS IN MOTION	United States	RN: 5,596,554 SN: 87/388,962	Mar. 28, 2017	Oct. 30, 2018	Seko Worldwide, LLC (Delaware Limited Liability Company)
<i>Design only</i> 	United States	RN: 5,596,553 SN: 87/388,958	Mar. 28, 2017	Oct. 30, 2018	Seko Worldwide, LLC (Delaware Limited Liability Company)
GELNIUS	United States	RN: 5,498,860 SN: 87/365,099	Mar. 09, 2017	Jun. 19, 2018	Seko Worldwide, LLC (Delaware Limited Liability Company)
AIR-CITY	United States	RN: 4,715,155 SN: 86/314,446	Jun. 19, 2014	Apr. 07, 2015	Seko Worldwide, LLC (Delaware Limited Liability Company)
SEKO LOGISTICS - INTELLIGENCE DELIVERED	United States	RN: 4,094,619 SN: 85/212,533	Jan. 07, 2011	Jan. 31, 2012	Seko Worldwide, LLC (Delaware Limited Liability Company)
<i>SEKO Stylized</i> 	United States	RN: 3,125,393 SN: 76/608,433	Aug. 24, 2004	Aug. 08, 2006	Seko Worldwide, LLC (Delaware Limited Liability Company)
SEKO WORLDWIDE <i>Typed drawing</i>	United States	RN: 2,117,536 SN: 75/122,620	Jun. 20, 1996	Dec. 02, 1997	Seko Worldwide, LLC (Delaware Limited Liability Company)
SEKO <i>Typed drawing</i>	United States	RN: 1,470,985 SN: 73/635,163	Dec. 12, 1986	Dec. 29, 1987	Seko Worldwide, LLC (Delaware Limited Liability Company)