

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commerce Technologies, Inc.		06/28/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4260275	BUYSPEACE	
Registration Number:	3895254	CATALOG MASTER	
Registration Number:	4015913	COMMERCE 8 HUB	
Registration Number:	4488114	COMMERCEHUB	
Registration Number:	2464992	COMMERCEHUB	
Registration Number:	4015919	DROP-SHIP MASTER	
Registration Number:	4924153	KEEP GROWING	
Registration Number:	4015972	ONE CONNECTION	
Registration Number:	4485090	ORDERSTREAM	
Registration Number:	4485091	PRODUCTSTREAM	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		

CH \$265.00 4260275

ATTORNEY DOCKET NUMBER:	049067-0142
NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	06/28/2016

Total Attachments: 5

source=Supplemental Confirmatory Grant of Security Interest in U.S. Trademarks#page1.tif

source=Supplemental Confirmatory Grant of Security Interest in U.S. Trademarks#page2.tif

source=Supplemental Confirmatory Grant of Security Interest in U.S. Trademarks#page3.tif

source=Supplemental Confirmatory Grant of Security Interest in U.S. Trademarks#page4.tif

source=Supplemental Confirmatory Grant of Security Interest in U.S. Trademarks#page5.tif

**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of June 28, 2016, by and from Commerce Technologies, Inc., a New York corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor, certain lenders party thereto and the Grantee have entered into that certain Credit Agreement, dated as of June 28, 2016 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and the Grantee have entered into that certain Pledge and Security Agreement, dated as of June 28, 2016 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the Trademarks (as defined below), which Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the satisfaction of the Final Release Conditions, this Confirmatory Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (1) all trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Exhibit A, and the goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements and dilutions thereof; (4) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (5) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.

3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

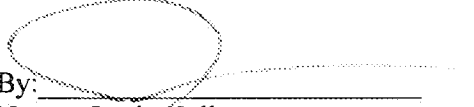
COMMERCE TECHNOLOGIES, INC.,
as Grantor

By: 

Name: Mark Greenquist

Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

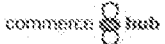


Name: Justin Kelley

Title: Executive Director

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A

Trademarks and Trademark Applications

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Next Action Due	Due Date
BUYSPACE	85/466,754	11/8 /2011	4,260,275	12/18/2012	Declaration of Use	12/18/2018
CATALOG MASTER	77/896,552	12/18/2009	3,895,254	12/21/2010	Declaration of Use	12/21/2016
COMMERCEHUB	85/231,036	2 /1 /2011	4,015,913	8/23/2011	Declaration of Use	8/23/2017
COMMERCEHUB & Design 	86/009,935	7 /15/2013	4,488,114	2 /25/2014	Declaration of Use	2/25/2020
COMMERCEHUB & Design (2013 Logo) 	75/721,262	6 /4 /1999	2,464,992	7 /3 /2001	RENEWAL	7/3/2021
DROP-SHIP MASTER	85/231,075	2 /1 /2011	4,015,919	8 /23/2011	Declaration of Use	8/23/2017
KEEP GROWING	86/528,832	2 /9 /2015	4,924,153	3/22/2016	Declaration of Use	3/22/2022
ONE CONNECTION & Design 	85/232,057	2 /2 /2011	4,015,972	8 /23/2011	Declaration of Use	8/23/2017
ORDERSTREAM	86/009,943	7 /15/2013	4,485,090	2 /18/2014	Declaration of Use	2/18/2020
PRODUCTSTREAM	86/009,953	7 /15/2013	4,485,091	2 /18/2014	Declaration of Use	2/18/2020