

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commerce Technologies, LLC		12/29/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4260275	BUYSPLACE	
Registration Number:	2464992	COMMERCEHUB	
Registration Number:	4015913	COMMERCE 8 HUB	
Registration Number:	4488114	COMMERCEHUB	
Registration Number:	4924153	KEEP GROWING	
Registration Number:	4485090	ORDERSTREAM	
Registration Number:	4485091	PRODUCTSTREAM	
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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
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:	1309824 TM IPSA 2L		

OP \$190.00 4260275

NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	12/29/2020
Total Attachments: 5 source=CommerceHub - Trademark Security Agreement 2L [Executed]#page2.tif source=CommerceHub - Trademark Security Agreement 2L [Executed]#page3.tif source=CommerceHub - Trademark Security Agreement 2L [Executed]#page4.tif source=CommerceHub - Trademark Security Agreement 2L [Executed]#page5.tif source=CommerceHub - Trademark Security Agreement 2L [Executed]#page6.tif	

TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2020 (this “Agreement”), among Commerce Technologies, LLC (the “Grantor”) and Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of December 29, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Great Dane Parent, LLC, a Delaware limited liability company (“Holdings”), CommerceHub, Inc., a Delaware corporation (“CommerceHub” or the “Borrower”), the Lenders from time to time party thereto and Morgan Stanley Senior Funding, Inc., as Administrative Agent and (b) the Second Lien Collateral Agreement dated as of December 29, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, CommerceHub, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COMMERCE TECHNOLOGIES, LLC, as

Grantor

DocuSigned by:
Michael Trimarchi
578FE809058043B...
By _____
Name: Michael Trimarchi
Title: Chief Financial Officer and
Treasurer

MORGAN STANLEY SENIOR FUNDING,
INC., as Collateral Agent

By: _____
Name:
Title:

MORGAN STANLEY SENIOR FUNDING, INC., as
Collateral Agent

By:



Name: Brian Sanderson

Title: Authorized Signatory

Schedule I

TRADEMARKS

Trade-mark	Registered Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date
BUYSPACE	Commerce Technologies, LLC d/b/a CommerceHub	4,260,275	12/18/2012
COMMERCEHUB	Commerce Technologies, LLC d/b/a CommerceHub	2,464,992	7/3/2001
COMMERCE 8 HUB & Design	Commerce Technologies, LLC d/b/a CommerceHub	4,015,913	8 /23/2011
COMMERCEHUB & Design (2013 Logo)	Commerce Technologies, LLC d/b/a CommerceHub	4,488,114	2 /25/2014
KEEP GROWING	Commerce Technologies, LLC d/b/a CommerceHub	4,924,153	3/22/2016
ORDERSTREAM	Commerce Technologies, LLC d/b/a CommerceHub	4,485,090	2/18/2014
PRODUCTSTREAM	Commerce Technologies, LLC d/b/a CommerceHub	4,485,091	2/18/2014