

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM359480

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900340366		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RISING SUN SYSTEMS, LLC		09/25/2015	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERITAGE BANK OF COMMERCE		
<b>Street Address:</b>	150 SOUTH ALMADEN BLVD.		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4756857	N + FOB	
<b>Serial Number:</b>	86147770	FREEDOM TO DELIVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>			
<b>Phone:</b>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	c/o COOLEY LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	308012-120 NETWORK F.O.B.		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/Jennifer Fitzpatrick/		
<b>DATE SIGNED:</b>	10/21/2015		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 25, 2015 by and between HERITAGE BANK OF COMMERCE, a California corporation ("Bank") and RISING SUN SYSTEMS, LLC, a Florida limited liability company ("Grantor").

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Network F.O.B., Inc. ("Borrower"), a wholly-owned subsidiary of Grantor, under that certain Loan and Security Agreement by and between Bank and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Guaranty entered into in connection with the Loan Agreement, Grantor has granted to Bank a security interest in its personal property.

NOW, THEREFORE, Grantor agrees as follows:

### AGREEMENT

To secure its obligations under the Guaranty and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in, its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**RISING SUN SYSTEMS, LLC**

Attn: Jim Handoush  
Fax:  
Email: jhandoush@risingunsys.com

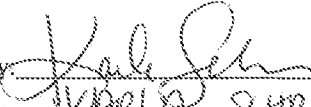
By:   
Name: Timothy E Taylor  
Title: Chairman

**BANK:**

Address of Lender:

**HERITAGE BANK OF COMMERCE**

150 South Almaden Blvd.  
San Jose, CA 95113  
Attn: Mike Hansen  
Fax: (408) 947-6910  
Email: Mike.Hansen@herbank.com

By:   
Name: KARLA SCHAPER  
Title: VP

SCHEDULE A

Copyrights

If None, check this box: ☒

[illegible]

SCHEDULE B

Patents

If None, check this box: ☒

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>

SCHEDULE C

Trademarks

If None, check this box: ☐

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
N + FOB	4,756,857	06/16/15
FREEDOM TO DELIVER	86/147,770	12/18/13

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