

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451263

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LOGISTYX TECHNOLOGIES, LLC		05/25/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MCLARTY CAPITAL PARTNERS SBIC, L.P., as Agent		
<b>Street Address:</b>	1 Rockefeller Plaza, Suite 1203		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4223938	SHIP-IT	
<b>Registration Number:</b>	4900235	PROFIT FROM RETURNS	
<b>Registration Number:</b>	4408203	GO SLIPLESS	
<b>Registration Number:</b>	4286078	ECORETURN	
<b>Registration Number:</b>	4495512	REVOLUTIONIZE RETURNS	
<b>Registration Number:</b>	4552066	AGILE NETWORK LLC	
<b>Registration Number:</b>	3440811	AGILE NETWORK	
<b>Registration Number:</b>	4129151	SHIP BETTER. SAVE MONEY.	
<b>Serial Number:</b>	86792580	TME	
<b>Serial Number:</b>	86792578	TME TRANSPORTATION MANAGEMENT EXECUTION	
<b>Serial Number:</b>	87400497	LOGISTYX TECHNOLOGIES	
<b>Serial Number:</b>	87422175	LOGISTYX INTELLIGENCE	
<b>Serial Number:</b>	87400494	LOGISTYX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>TRADEMARK</b>			

CH \$340.00 4223938

**Correspondent Name:** Christine Slattery  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** One International Place, 23rd Floor  
**Address Line 4:** Boston, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 51375 / 019

**NAME OF SUBMITTER:** Christine Slattery

**SIGNATURE:** /Christine Slattery/

**DATE SIGNED:** 11/16/2017

**Total Attachments: 13**

source=Logistyx IP Security Agreement#page1.tif  
source=Logistyx IP Security Agreement#page2.tif  
source=Logistyx IP Security Agreement#page3.tif  
source=Logistyx IP Security Agreement#page4.tif  
source=Logistyx IP Security Agreement#page5.tif  
source=Logistyx IP Security Agreement#page6.tif  
source=Logistyx IP Security Agreement#page7.tif  
source=Logistyx IP Security Agreement#page8.tif  
source=Logistyx IP Security Agreement#page9.tif  
source=Logistyx IP Security Agreement#page10.tif  
source=Logistyx IP Security Agreement#page11.tif  
source=Logistyx IP Security Agreement#page12.tif  
source=Logistyx IP Security Agreement#page13.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of May 25, 2017, is made by LOGISTYX TECHNOLOGIES, LLC, a limited liability company formed under the laws of Delaware ("Grantor"), with an address at 2448 E. 81st Street, Suites 5632,5605 and 5622, Tulsa, OK 74137, in favor of MCLARTY CAPITAL PARTNERS SBIC, L.P., as Agent for Lenders under the Loan Agreement referenced below (in such capacity, together with its successors in such capacity, the "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan, Guaranty and Security Agreement, dated as of May 25, 2017 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Loan Agreement) by and among Grantor, LOGISTYX HOLDINGS, LLC, a limited liability company formed under the laws of Delaware ("Holdings"), the Subsidiaries of the Loan Parties that become Guarantors from time to time pursuant to the terms thereof, the lenders party thereto from time to time (collectively, the "Lenders") and Agent, Agent and Lenders have agreed to make certain term loans and revolving loans to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to such Loan Agreement, Grantor has granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, a security interest in and to and Liens on substantially all of Grantor's assets, including, without limitation, all of Grantor's Intellectual Property and specifically including all of Grantor's registered United States patents, trademarks and copyrights and all of Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (excluding only filed Intellectual Property that constitutes Excluded Property (and then only for so long as such filed Intellectual Property would constitute Excluded Property)) (collectively, the "U.S. Registered Intellectual Property"); and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the U.S. Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by Grantor in any Collateral under the Loan Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and

Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 attached hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 attached hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing (except to the extent any such filed United States trademark applications would constitute Excluded Property (and then only for so long as such filed United States trademark applications would constitute Excluded Property));

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, including, without limitation, those referred to on Schedule 1 attached hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) 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;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations (other than Unasserted Contingent Obligations) are paid in full. Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property.

Section 2. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to

Agent pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in and to and Liens on the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein, *mutatis mutandis*, as if fully set forth herein. In the event of any conflict between this Agreement and the Loan Agreement, the Loan Agreement shall govern.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

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

Section 5. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that if Grantor acquires any new U.S. Registered Intellectual Property Collateral (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 attached hereto or the Schedule to any other Supplement previously delivered to Agent in accordance with this paragraph), Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Sections 9.6, 9.7, and 9.8 of the Loan Agreement following acquisition of such new U.S. Registered Intellectual Property, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A attached hereto, listing all such newly acquired U.S. Registered Intellectual Property on Schedule I attached thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired U.S. Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof, Grantor hereby confirms and agrees that any and all such after-acquired U.S. Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that Grantor acquires any such new U.S. Registered Intellectual Property but Grantor fails for whatever reason to deliver, in accordance with the time permitted by this Section 5, a Supplement pursuant to this Section 5, Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to, upon notice to Grantor, at any time thereafter execute in the name of Grantor an applicable Supplement with respect to such newly acquired U.S. Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule 1 attached hereto sets forth a full, complete and correct

list of all U.S. Registered Intellectual Property Collateral owned by Grantor as of the date hereof (excluding U.S. Registered Intellectual Property Collateral that constitute Excluded Property).

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Loan Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Loan Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, for its own benefit and for the ratable benefit of each other Secured Party, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Loan Agreement or any Other Document, Grantor hereby irrevocably authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as Grantor’s true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 above, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue of the terms hereof and in accordance with the terms hereof and of the Loan Agreement and the Other Documents. This power of attorney is coupled with an interest and is irrevocable.

Section 9. Counterparts. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

Section 11. Miscellaneous. Without limiting the generality of the incorporation of the Loan Agreement herein provided for above, the provisions of Section 15.1 of the Loan Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 15.6 of the Loan Agreement (“Notice”), and Article 12 of the Loan Agreement (“Waivers and Judicial Proceedings”) are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, as if fully set forth herein. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Law, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender. This Agreement constitutes an “Other Document” under and as defined in the Loan Agreement and is subject to the provisions therein regarding Other Documents. All exhibits and schedules attached hereto are hereby made a part of this Agreement.

*[Signature pages follow]*

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

GRANTOR:

LOGISTYX TECHNOLOGIES, LLC, as a  
Grantor

By:   
Name: Gerard A. DeBiasi  
Title: Director

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006207 FRAME: 0519**



ACCEPTED AND AGREED  
as of the date first above written:

MCLARTY CAPITAL PARTNERS SBIC, L.P., a  
Delaware limited partnership, as Agent and a  
Lender

By: McLarty Capital Partners SBIC, LLC, its  
general partner

By: CD Smith  
Name: Christopher D. Smith  
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 006207 FRAME: 0520

**SCHEDULE 1**  
to  
**Intellectual Property Security Agreement**

**PATENTS, TRADEMARKS, AND COPYRIGHTS**

1. Grantor's U.S. patents and patent applications:

None.

2. Grantor's U.S. trademarks and trademark applications:

<b>Grantor/Owner</b>	<b>Trademark</b>	<b>Country/ Jurisdiction</b>	<b><u>Appl. No.</u></b>	<b><u>Reg. No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Reg. Date</u></b>
Logistyx Technologies, LLC <sup>1</sup>	Ship-IT	US	85/113,705	4,223,938	08/23/2010	10/16/12
Logistyx Technologies, LLC <sup>2</sup>	Profit from Returns	US	86/411,684	4,900,235	10/01/2014	02/16/2016
Logistyx Technologies, LLC <sup>3</sup>	Go Slipless	US	85/661,029	4,408,203	06/25/2012	09/24/2013
Logistyx Technologies, LLC <sup>4</sup>	EcoReturn	US	85/661,019	4,286,078	06/25/2012	02/05/2013
Logistyx Technologies, LLC <sup>5</sup>	Revolutionize Returns	US	85/661,026	4,495,512	06/25/2012	03/11/2014
Logistyx Technologies, LLC <sup>6</sup>	AGILE NETWORK LLC	US	85/284,119	4,552,066	04/01/2011	06/17/2014

<sup>1</sup> Advanced Distribution Solutions Inc. aka ASDI Corporation will assign the trademark to Logistyx Technologies, LLC post-closing.

<sup>2</sup> Innovative Return Solutions, Inc. will assign the trademark to Logistyx Technologies, LLC post-closing.

<sup>3</sup> Innovative Return Solutions, Inc. will assign the trademark to Logistyx Technologies, LLC post-closing.

<sup>4</sup> Innovative Return Solutions, Inc. will assign the trademark to Logistyx Technologies, LLC post-closing.

<sup>5</sup> Innovative Return Solutions, Inc. will assign the trademark to Logistyx Technologies, LLC post-closing.

<sup>6</sup> Agile Network, LLC will assign the trademark to Logistyx Technologies, LLC post-closing.

<b>Grantor/Owner</b>	<b>Trademark</b>	<b>Country/ Jurisdiction</b>	<b>Appl. No.</b>	<b>Reg. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>
Logistyx Technologies, LLC <sup>7</sup>	AGILE NETWORK & Design	US	78/969,173	3,440,811	09/07/2006	06/03/2008
Logistyx Technologies, LLC <sup>8</sup>	SHIP BETTER. SAVE MONEY.	US	77/923,900	4,129,151	01/29/2010	04/17/2012
Logistyx Technologies, LLC <sup>9</sup>	TME	US	86/792,580	N/A	10/19/2015	N/A
Logistyx Technologies, LLC <sup>10</sup>	TME TRANSPORTATION MANAGEMENT EXECUTION	US	86/792,578	N/A	10/19/2015	N/A
Logistyx Technologies, LLC <sup>11</sup>	LOGISTYX TECHNOLOGIES	US	87/400,497	N/A	04/06/2017	N/A
Logistyx Technologies, LLC <sup>12</sup>	LOGISTYX INTELLIGENCE	US	87/422,175	N/A	04/24/2017	N/A
Logistyx Technologies, LLC <sup>13</sup>	LOGISTYX	US	87/400,494	N/A	04/06/2017	N/A

3. Grantor's U.S. copyrights and copyright applications:

None.

<sup>7</sup> Agile Network, LLC will assign the trademark to Logistyx Technologies, LLC post-closing.

<sup>8</sup> Agile Network, LLC will assign the trademark to Logistyx Technologies, LLC post-closing.

<sup>9</sup> Agile Network, LLC will assign the trademark to Logistyx Technologies, LLC post-closing.

<sup>10</sup> Agile Network, LLC will assign the trademark to Logistyx Technologies, LLC post-closing.

<sup>11</sup> The trademark application was filed in the name of KCO Shipping Software OpCo, LLC, but a name change will be filed with the USPTO post-closing.

<sup>12</sup> The trademark application was filed in the name of KCO Shipping Software OpCo, LLC, but a name change will be filed with the USPTO post-closing.

<sup>13</sup> The trademark application was filed in the name of KCO Shipping Software OpCo, LLC, but a name change will be filed with the USPTO post-closing.

**EXHIBIT A**

**SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") made as of this \_\_\_ day of \_\_\_\_\_, by LOGISTYX TECHNOLOGIES, LLC, a limited liability company formed under the laws of Delaware ("Grantor"), with an address at 2448 E. 81st Street, Suites 5632,5605 and 5622, Tulsa, OK 74137, in favor of MCLARTY CAPITAL PARTNERS SBIC, L.P., as agent for Lenders under the Loan Agreement referenced below (in such capacity, together with its successors in such capacity, the "Agent").

**WITNESSETH:**

WHEREAS, Grantor and Agent are parties to that certain Intellectual Property Security Agreement dated as of May 25, 2017 (as the same heretofore may have been and hereafter may be amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance in full of all Obligations to Agent and each other Secured Party, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that if Grantor acquires any new U.S. Registered Intellectual Property (excluding only Intellectual Property that constitutes Excluded Property (and then only for so long as such Intellectual Property would constitute Excluded Property)), Grantor shall deliver within the time permitted by the IP Agreement to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by Grantor of a security interest in all such newly acquired U.S. Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, intending to be legally bound, hereby agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Loan Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien

on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired U.S. Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property. Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule 1 attached hereto sets forth a full, complete and correct list of all U.S. Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof (excluding only Intellectual Property that constitutes Excluded Property).

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference, and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement. All of the provisions of the IP Agreement are and remain in full force and effect.

*[Signature page follows]*

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Agreement as of the date first written above.

**GRANTOR:**

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name:

Title:

ACCEPTED AND AGREED  
as of the date first above written:

**MCLARTY CAPITAL PARTNERS SBIC, L.P.**

By: \_\_\_\_\_

Name:

Title:

**SCHEDULE 1**  
to  
**Supplement to Intellectual Property Security Agreement**

**PATENTS, TRADEMARKS, AND COPYRIGHTS**

1. Grantor's U.S. patents and patent applications:

<b>Grantor/Owner</b>	<b>Title</b>	<b>Country/ Jurisdiction</b>	<b>Application No./ Registration No.</b>	<b>Filing Date/ Registration Date</b>
[ ]	[ ]	[ ]	[ ]	[ ]

2. Grantor's U.S. trademarks and trademark applications:

<b>Grantor/Owner</b>	<b>Trademark</b>	<b>Country/ Jurisdiction</b>	<b>Application No./ Registration No.</b>	<b>Filing Date/ Registration Date</b>
[ ]	[ ]	[ ]	[ ]	[ ]

3. Grantor's U.S. copyrights and copyright applications:

<b>Grantor/Owner</b>	<b>Title</b>	<b>Country/ Jurisdiction</b>	<b>Application No./ Registration No.</b>	<b>Filing Date/ Registration Date</b>
[ ]	[ ]	[ ]	[ ]	[ ]