

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Need it Now Delivers, LLC		06/01/2018	Limited Liability Company: DELAWARE
Fastmile Delivers, LLC		06/01/2018	Limited Liability Company: DELAWARE
Greenwich Logistics, LLC		06/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2444430	NEED IT NOW	
Serial Number:	87254062	NEED IT NOW DELIVERS!	
Registration Number:	5017917	FASTMILE	
Registration Number:	4652871	PEACHTREE PETALS	
Registration Number:	3533455	800 COURIER	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-18029		

OP \$140.00 2444430

NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	06/01/2018
Total Attachments: 8 source=IP Security Agreement (PNC - NIND)#page1.tif source=IP Security Agreement (PNC - NIND)#page2.tif source=IP Security Agreement (PNC - NIND)#page3.tif source=IP Security Agreement (PNC - NIND)#page4.tif source=IP Security Agreement (PNC - NIND)#page5.tif source=IP Security Agreement (PNC - NIND)#page6.tif source=IP Security Agreement (PNC - NIND)#page7.tif source=IP Security Agreement (PNC - NIND)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 1st day of June, 2018 by NEED IT NOW DELIVERS, LLC, a Delaware limited liability company, FASTMILE DELIVERS, LLC, a Delaware limited liability company, GREENWICH LOGISTICS, LLC, a Delaware limited liability company (collectively, the "Grantors", and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent for the Lenders ("Agent").

W I T N E S S E T H

WHEREAS, Grantors, ASAP COURIER & LOGISTICS, LLC, a Florida limited liability company ("ASAP Logistics"), SOS LOGISTICS, LLC, a New York limited liability company ("SOS Logistics"), NEED IT NOW COURIER OF MARYLAND, LLC, a Maryland limited liability company ("NIN Courier"), LUCKY 2 LOGISTICS, LLC, a New York limited liability company ("Lucky Logistics"), EXPRESSWAY COURIER AND FREIGHT, LLC, a Connecticut limited liability company ("Expressway Courier"), LEXINGTON LOGISTICS, LLC, a Delaware limited liability company ("Lexington Logistics"), HARRISBURG LOGISTICS LLC, a Delaware limited liability company ("Harrisburg Logistics"), HILLSIDE LOGISTICS, LLC, a Delaware limited liability company ("Hillside Logistics"), WDS LOGISTICS, LLC, a New Jersey limited liability company ("WDS Logistics"), CENTRAL ZONE LOGISTICS, LLC, a Delaware limited liability company ("Central Zone"), RETAIL LOGISTICS, LLC, a Delaware limited liability company ("Retail Logistics"), EAST COAST/WEST COAST LOGISTICS, LLC, a Delaware limited liability company ("East Coast West Coast Logistics" and together with Grantors, ASAP Logistics, SOS Logistics, NIN Courier, Lucky Logistics, Expressway Courier, Lexington Logistics, Harrisburg Logistics, Hillside Logistics, WDS Logistics, Central Zone, Retail Logistics and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), NIND Holdings, LLC, a Delaware limited liability company as a guarantor ("Holdings" and together with each Person joined thereto as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor" and together with the Borrowers, collectively the "Loan Parties" and each a "Loan Party"), have entered into that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof with the financial institutions which are now or which thereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender") and Agent (as amended, restated, supplemented, or replaced from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, copyrights and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising (in each case, excluding any Excluded Property):

(i) each trademark, and trademark application listed on Schedule 1 annexed hereto (excluding any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed), which trademarks and trademark applications are registered or applied for in the United States Patent and Trademark Office; each copyright and copyright application listed on Schedule 1 annexed hereto, which copyrights and copyright applications are registered or applied for in the United States Copyright Office; and each patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"; such copyrights and copyright applications, the "Copyrights"; and such patents and patent applications, the "Patents"), in each case, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Agent.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications (excluding any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed) that have been registered or applied for in the United States Patent and Trademark Office, the copyrights and copyright applications that have been registered or applied for in the United States Copyright Office, and the issued and pending patents and patent applications as applicable, as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.


6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with the laws of the State of New York.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article 13 thereof.


[Signatures to appear on following page]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.


NEED IT NOW DELIVERS, LLC,

By: 
Name: Eric Mautner
Title: Manager

FASTMILE DELIVERS, LLC,

By: 
Name: Eric Mautner
Title: Manager


GREENWICH LOGISTICS, LLC,

By: 
Name: Eric Mautner
Title: Manager

[Signature Page to IP Security Agreement]

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Scott Goldstein
Title: Senior Vice President

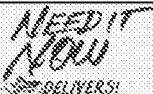
[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006375 FRAME: 0510

SCHEDULE 1¹

Trademarks

NEED IT NOW DELIVERS, LLC:

Federal Registrations and Applications			
Reg. Number	Serial Number	Word or Design Mark	Owner Name
2444430	76027662	Need It Now	NEED IT NOW DELIVERS, LLC
	87254062		NEED IT NOW DELIVERS, LLC

FASTMILE DELIVERS, LLC:

Federal Registrations and Applications			
Reg. Number	Serial Number	Word or Design Mark	Owner Name
5017917	86867028	FASTMILE	FASTMILE DELIVERS, LLC

State Registrations			
State	Reg. Number	Word or Design Mark	Owner Name
Florida	G15000101653	FASTMILE LOGISTICS	AIR TRAFFIC SERVICES INC.
Florida	G15000100786	FASTMILE	AIR TRAFFIC SERVICES INC.

GREENWICH LOGISTICS LLC

Federal Registrations and Applications			
Reg. Number	Serial Number	Word or Design Mark	Owner Name
4652871	86272147	PEACHTREE PETALS	GREENWICH LOGISTICS, LLC
3533455	77367932	800 COURIER	GREENWICH LOGISTICS, LLC

¹ Borrower to fill in schedules

SCHEDULE 1 CONT'D

Copyrights

None.

SCHEDULE 1 CONT'D

Patents

None.