

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480219

<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		06/29/2018	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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5371994	TRANSPORTATION MANAGEMENT EXECUTION	
<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>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	51683 / 019		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>SIGNATURE:</b>	/Christine Slattery/		
<b>DATE SIGNED:</b>	07/02/2018		
<b>Total Attachments: 5</b>			
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## SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Supplement”) made as of this 29 day of June, 2018, by LOGISTYX TECHNOLOGIES, LLC, a limited liability company formed under the laws of Delaware (“Grantor”), 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:**

**LOGISTYX TECHNOLOGIES, LLC**

By: 

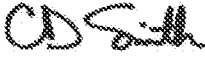
Name: Gerard A. DeBiasi

Title: Director

ACCEPTED AND AGREED  
as of the date first above written:

MCLARTY CAPITAL PARTNERS SBIC, L.P., as Agent

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

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

Name: Christopher D. Smith

Title: Co-Founder & Co-President

**SCHEDULE 1**  
**to**  
**Supplement 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>Trademark</b>	<b>Country/ Jurisdiction</b>	<b>Application No./ Registration No.</b>	<b>Filing Date/ Registration Date</b>
TRANSPORTATION MANAGEMENT EXECUTION	US	5371994	January 2, 2018

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

None.