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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM491256

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

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l	Name	Formerly	Execution Date	Entity Type
	SWYFT, INC.		06/01/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BEST BUY STORES, L.P.		
Street Address:	7601 Penn Avenue South		
City:	Richfield		
State/Country:	MINNESOTA		
Postal Code:	55423		
Entity Type:	Limited Partnership: VIRGINIA		

PROPERTY NUMBERS Total: 1

		the state of the s
Property Type	Number	Word Mark
Registration Number:	5055290	SWYFT

CORRESPONDENCE DATA

Fax Number:

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.

Phone:

2123383528

Email:

IPdocketing@foley.com

Correspondent Name:

Robert S. Weisbein, Foley & Lardner LLP

Address Line 1:

90 Park Aveue

Address Line 4:

New York, NEW YORK 10016

NAME OF SUBMITTER:	Robert S. Weisbein
SIGNATURE:	/Robert S. Weisbein/
DATE SIGNED:	09/25/2018

Total Attachments: 3

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 1, 2018 (the "Intellectual Property Security Agreement"), is made by among SWYFT, INC., a Delaware corporation (hereinafter referred to as "Grantor"), and BEST BUY STORES, L.P., a Virginia limited partnership ("Secured Party").

RECITALS

- A. Grantor and the Secured Party have entered into a Master Rental and Service Agreement and corresponding Advance and Security Agreement, dated on or about the date hereof (as amended, supplemented, replaced or otherwise modified from time to time, collectively, the "Advance and Security Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Advance and Security Agreement;
- B. Under the terms of the Advance and Security Agreement, Grantor has granted to the Secured Party a security interest in certain property, including, certain intellectual property of Grantor, and has agreed to execute this Intellectual Property Security Agreement for recording with the local Patent and Trademark Office and any other applicable governmental authorities.

AGREEMENT

- 1. GRANT OF SECURITY. Grantor hereby pledges, grants, transfers and assigns to Secured Party, to secure payment of the Obligations, a security interest in all of the following, wherever located, and whether existing or hereafter arising: the letters patents as defined in the Advance and Security Agreement and as identified on Exhibit A; the names and marks identified on Exhibit B and all past, present and future trademarks, service marks, designs, and logos with respect thereto, the goodwill of the business relating thereto, all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon, including without limitation the registration identified in Exhibit A and Exhibit B, and all license agreements related to any of the foregoing and income therefrom, the right to sue for all past, present and future infringements of any of the foregoing and all common law and other rights in and to all of the foregoing.
- 2. <u>RECORDATION</u>. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.
- 3. <u>CONFLICT PROVISION</u>. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Advance and Security Agreement entered into as of June 1, 2018. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Advance and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Advance and Security Agreement, the provisions of the Advance and Security Agreement shall govern.
- 4. <u>FURTHER ASSURANCES</u>. Grantor will cooperate with Secured Party, including performance of any actions, and the execution and delivery of any additional documents necessary or appropriate to give effect to the intent and terms of this Intellectual Property Security Agreement.

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IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the day and year first above written.

SWYFT, INC.

Ву:

Avame:

Title:

255 California St, Suite 200 San Francisco CA 94111

Attention: Legal department

BEST BUY STORES, L.P.

Title

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Mailing Address: 7601 Penn Avenue South Richfield, MN 55423 Attention: Betsy Maus

With a copy to:

Best Buy Stores, L.P. 7601 Penn Avenue South Richfield, MN 55423

Attention: General Counsel, Legal Department

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EXHIBIT B

Trademarks

Mark/Name	Jurisdiction	App. / Reg. No.	Appl. / Reg. Date	Owner
SWYFT	United States (Federal)	RN: 5055290 SN: 86490426	Registered October 4, 2016 Filed: December 24, 2014	SWYFT, INC.
SWYFT	China	RN: 21074788 AN: 21074788	Filed: August 23, 2016 Registered: October 21, 2017	SWYFT, INC.
SWYFT and Design	China	AN: 21073442	Pending Application Filed: August 23, 2016	SWYFT, INC.
瞬易	China	RN: 21075791 AN: 21075791	Filed: August 23, 2016 Registered: October 21, 2017	SWYFT, INC.
瞬易	China	AN: 21076003	Pending Application Filed: August 23, 2016	SWYFT, INC.

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RECORDED: 09/25/2018