

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM514414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kane is Able, Inc.		03/13/2019	Corporation: DELAWARE
Kane Logistics, Inc.		03/13/2019	Corporation: MARYLAND
Kalstar Enterprises, LLC		03/13/2019	Limited Liability Company: PENNSYLVANIA
Mountaintop Financial, LLC		03/13/2019	Limited Liability Company: PENNSYLVANIA
Kane Warehousing, LLC		03/13/2019	Limited Liability Company: PENNSYLVANIA
Kane Freight Lines, LLC		03/13/2019	Limited Liability Company: PENNSYLVANIA
Kane Traffic Services, LLC		03/13/2019	Limited Liability Company: PENNSYLVANIA
Harkness Logistics Holdings, Inc.		03/13/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Garrison Loan Agency Services LLC		
Street Address:	1290 Avenue of the Americas, Suite 914		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3368674	KANE IS ABLE	
Registration Number:	5241669	KANE IS ABLE DEPENDABLE PEOPLE. EXCEPTIO	
Registration Number:	5256452	KANE IS ABLE DEPENDABLE PEOPLE. EXCEPTIO	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		

OP \$90.00 3368674

Email: susan.dinicola@hklaw.com,brittany.fox@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
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SIGNATURE:	/Susan C. DiNicola/
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DATE SIGNED:	03/14/2019
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Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Security Agreement**”) is made effective as of the 13th day of March, 2019 by and among **KANE IS ABLE, INC.**, a Delaware corporation (“**Able**”), **KANE FREIGHT LINES, LLC**, a Pennsylvania limited liability company, as successor by conversion to Kane Freight Lines, Inc. (“**Freight**”), **KANE TRAFFIC SERVICES, LLC**, a Pennsylvania limited liability company, as successor by conversion to Kane Traffic Services, Inc. (“**Traffic**”), **KANE WAREHOUSING, LLC**, a Pennsylvania limited liability company, as successor by conversion to Kane Warehousing, Inc. (“**Warehousing**”), **KANE LOGISTICS, INC.**, a Maryland corporation (“**Logistics**”), **KALSTAR ENTERPRISES, LLC**, a Pennsylvania limited liability company (“**Enterprises**”), **MOUNTAINTOP FINANCIAL, LLC**, a Pennsylvania limited liability company, as successor by conversion to MountainTop Financial, L.P. (“**Financial**”), **HARKNESS LOGISTICS HOLDINGS, INC.**, a Delaware corporation (“**Parent**”; and together with Able, Freight, Traffic, Warehousing, Logistics, Enterprises and Financial, collectively, the “**Assignors**”, and each an “**Assignor**”), and **GARRISON LOAN AGENCY SERVICES LLC**, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders (as defined below) (“**Agent**”).

BACKGROUND

A. Assignors, the lenders party thereto (“**Lenders**”) and Agent are party to that certain Loan and Security Agreement, dated as of the date hereof (as the same may be amended, modified, supplemented, extended, restated, amended and restated and/or renewed, the “**Loan Agreement**”), and pursuant to which Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Assignors in the amounts and manner set forth in the Loan Agreement.

B. As a condition to the Loans provided by Lenders to the Assignors under the Loan Agreement, and in order to secure the Obligations of the Assignors to Agent and Lenders under the Loan Agreement, Assignors and Agent have agreed to enter into this Security Agreement.

C. The Loan Agreement provides, inter alia, that Assignors will grant to Agent a security interest in all of Assignors’ assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications, tradenames, goodwill, copyrights and licenses.

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, Assignors agree as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interest.**

(a) **Security Interest in Patents, Copyrights and Licenses.** To secure the complete and timely payment and satisfaction of all Obligations, each Assignor hereby collaterally assigns, pledges and grants to Agent a security interest in, as and by way of a security interest, with power of sale, to the extent permitted by law, all of Assignor’s right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in **Section 2(b)** below, the “**Collateral**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Exhibit "A"**, attached hereto and made a part hereof, and (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(ii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, input and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "B"** attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (C) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(iii) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "C"** attached hereto and made a part hereof (but excluding licenses related to third-party commercially available software), and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

(b) **Security Interest in Trademarks.** To secure the complete and timely payment and satisfaction of all Obligations, each Assignor hereby pledges and grants to Agent a security interest in, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on **Exhibit "D"**, attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"). Notwithstanding anything herein to the contrary, in no event shall the Trademarks include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to

the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

3. **Restrictions on Future Agreements.** Each Assignor agrees that until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Agent's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Security Agreement or the Loan Agreement, and each Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Agent under this Security Agreement, except to the extent permitted under or as contemplated by the Loan Agreement.

4. **New Patents, Trademarks, and Licenses.** Each Assignor represents and warrants that the Patents, Copyrights, Licenses and Trademarks listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, copyrights, licenses, trademarks and applications now owned by each respective Assignor. If, before all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, any Assignor shall (a) obtain rights to any material patents, inventions, trademarks, servicemarks, trademark registrations, tradenames, copyrights or any licenses therefor, or (b) become entitled to the benefit of any material patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any material Patent or any improvement on any material Patent, the provisions of **Section 2** above shall automatically apply thereto and such Assignor shall give to Agent prompt written notice thereof. Each Assignor hereby authorizes Agent to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, trademark applications, tradenames, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under **Section 2** above or under this **Paragraph 4**. Each Assignor hereby agrees to provide to Agent such assignment or other documentation as Agent may request to record Agent's lien on such future Patents, Copyrights, Licenses or Trademarks.

5. **Royalties; Term.** Each Assignor hereby agrees that the use by Agent of all Patents, Copyrights, Licenses and Trademarks as described herein shall be worldwide and without any liability for royalties or other related charges from Agent to any Assignor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on which all of the Obligations have been paid in full and the Loan Agreement is terminated.

6. **Agent's Right to Inspect.** Subject to Section 3.9 of the Loan Agreement, Agent shall have the right, at any time and from time to time, to inspect any Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Each Assignor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Each Assignor agrees (a) not to sell or assign its interest in, or grant any license under, the Patents, Copyrights, Licenses or Trademarks, unless otherwise permitted under or contemplated by the Loan Agreement; and (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all of the Obligations and termination of the Loan Agreement, Agent shall execute and deliver to each Assignor a termination of Agent's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Copyrights, Licenses and Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

8. **Duties of Assignor.** Each Assignor shall have the duty (a) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all of the Obligations shall have been paid in full and the Loan Agreement is terminated, (b) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights, in each case, only to the extent, any of the foregoing are necessary for the present and planned future conduct of its business. Any expenses incurred in connection with such applications shall be borne by Assignor. No Assignor will abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright, except to the extent permitted under the Loan Agreement.

9. **Event of Default.** Upon the occurrence of an Event of Default and subject to the terms of the Intercreditor Agreement (as defined in the Loan Agreement), Agent may, without further notice to or consent of any Assignor, and in addition to all other rights and remedies available to Agent, immediately record all assignments previously executed and delivered to Agent by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Agent by Assignor of all rights, title and interest of Assignor, in and to the Collateral. Each Assignor hereby authorizes and agrees that Agent, subject to the terms of the Intercreditor Agreement, may, through the power of attorney granted in **Section 14** hereof, upon the occurrence of an Event of Default irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Agent shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Agent or any other person or entity selected by Agent.

10. **Agent's Right to Sue.** After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, each Assignor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and each Assignor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between any Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Agent's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Assignor hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (a) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to protect, evidence or perfect its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) upon the occurrence of an Event of Default, endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (c) upon the occurrence of an Event of Default, take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Agent reasonably deems in the best interest of the Agent, (d) upon the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Agent, and/or (e) upon the occurrence of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Agent. Agent may also act under such power of attorney to take the actions referenced in **Section 4**. Agent hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Each Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon each Assignor and its successors and assigns, and shall inure to the benefit of Agent and its nominees, successors and assigns.

16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ASSIGNORS

KANE IS ABLE, INC.

By: 
Name: Michael Gardner
Title: President and CEO

KANE LOGISTICS, INC.

By: 
Name: Michael Gardner
Title: President and CEO

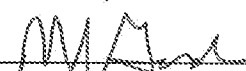
KALSTAR ENTERPRISES, LLC

By: 
Name: Michael Gardner
Title: President and CEO

MOUNTAINTOP FINANCIAL, LLC

By: 
Name: Michael Gardner
Title: President and CEO

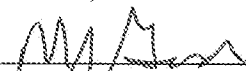
KANE WAREHOUSING, LLC

By: 
Name: Michael Gardner
Title: President and CEO

KANE FREIGHT LINES, LLC

By: 
Name: Michael Gardner
Title: President and CEO

KANE TRAFFIC SERVICES, LLC

By: 
Name: Michael Gardner
Title: President and CEO

HARKNESS LOGISTICS HOLDINGS, INC.

By: 
Name: Michael Gardner
Title: President and CEO

AGENT

GARRISON LOAN AGENCY SERVICES LLC


By: 
Name: Matthew J Lambert
Title: Vice President

EXHIBIT "A"
TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

None.

EXHIBIT "B"
TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

None.


EXHIBIT "C"
TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

None.

EXHIBIT "D"
TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Reg./Application Date</u>
Kane Is Able	3368674	January 15, 2018 (Renewed)
<u>KANE IS ABLE</u> <u>DEPENDABLE PEOPLE</u> <u>EXCEPTIONAL</u> <u>LOGISTICS and Design</u>	5241669	July 11, 2017
		
<u>KANE IS ABLE</u> <u>DEPENDABLE PEOPLE</u> <u>EXCEPTIONAL</u> <u>LOGISTICS. and Design</u>	5256452	August 1, 2017
