

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM531906

<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>
SUPPLY FRAME, INC.		09/30/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3427686	GOPART	
<b>Registration Number:</b>	3376939	SUPPLYFRAME	
<b>Registration Number:</b>	3273722	SUPPLYFRAME	
<b>Registration Number:</b>	3514035	SUPPLYFX	
<b>Registration Number:</b>	3056344	QUOTEFX	
<b>Registration Number:</b>	4671226	HACKADAY	
<b>Registration Number:</b>	4357954	TINDIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>	919-314-3086		
<b>Email:</b>	diligencereview@square1bank.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	406 BLACKWELL STREET		
<b>Address Line 2:</b>	SUITE 240		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE		
<b>SIGNATURE:</b>	S/NICHOLAS NANCE/EPD		

CH \$190.00 3427686

<b>DATE SIGNED:</b>	07/15/2019
<b>Total Attachments: 6</b> source=Supply Frame - A&R LSA IPSA 9-30-16#page1.tif source=Supply Frame - A&R LSA IPSA 9-30-16#page2.tif source=Supply Frame - A&R LSA IPSA 9-30-16#page3.tif source=Supply Frame - A&R LSA IPSA 9-30-16#page4.tif source=Supply Frame - A&R LSA IPSA 9-30-16#page5.tif source=Supply Frame - A&R LSA IPSA 9-30-16#page6.tif	

## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 30, 2016 by and between PACIFIC WESTERN BANK, a California state chartered bank ("*Bank*") and SUPPLY FRAME, INC., a California corporation ("*Grantor*"), and amends and restates, in its entirety, that certain Intellectual Property Security Agreement by and between Bank, as a successor in interest by merger with SQUARE 1 BANK, a North Carolina banking corporation, and Grantor dated as of December 21, 2009 (the "*Original IP Agreement*").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of May 6, 2015, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement date of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "*Intellectual Property Collateral*").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Amended and Restated Intellectual Property Security Agreement amends and restates, in its entirety, the Original IP Agreement.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**SUPPLY FRAME, INC.**

51 West Drayton Street, Suite 300  
Pasadena, CA 91105

By: 

Title: C. F. O.

**BANK:**

Address of Bank:

**PACIFIC WESTERN BANK**

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By: 

Title: VP

EXHIBIT A  
COPYRIGHTS

Description	Registration Number	Registration Date
None		

WEST 271639157.3  
358756-000359

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
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None

WEST 2716391573  
358756-000359

EXHIBIT C  
TRADEMARKS

Description	Registration/ Application Number and Jurisdiction	Registration/ Application Date
GOPART	US: 3,427,686	5/13/2008
SUPPLYFRAME and Design	US: 3,376,939	2/5/2008
SUPPLYFRAME	US: 3,273,722	8/7/2007
SUPPLYFX	US: 3,514,035	10/7/2008
QUOTEFX	US: 3,056,344	1/31/2006
	EU: 8,809,246	10/12/2010
HACKADAY	US: 4,671,226	1/13/2015
	EU: 013,526,702	6/12/2015
	Israel: 270,256	12/4/2014
TINDIE	US: 4,357,954	6/25/2013

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