# OP \$90.00 88975335

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM551941 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PINC SOLUTIONS		12/17/2018	Corporation: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	AVIDBANK
Street Address:	1732 N. 1st Street, 6th Floor
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95112
Entity Type:	Corporation: CALIFORNIA

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	88975335	PINC
Serial Number:	88975334	PINC   AIR
Serial Number:	88975331	PINC VISIBILITY. ORCHESTRATED.

## **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:** 6506483802

Email: PATTY@PATTYCHENG.COM

Correspondent Name: PATTY CHENG

Address Line 1:2625 MIDDLEFIELD RD., #215Address Line 4:PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	12/04/2019

## **Total Attachments: 6**

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# AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December [3], 2018 by and between PINC Solutions, a California corporation ("Grantor") and Avidbank, a California corporation ("Bank").

#### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of August 22, 2016 and as amended from time to time (the "Loan Agreement"). In connection therewith, Grantor and Bank entered into that certain Security Agreement — Intellectual Property dated as of August 22, 2016 (the "Original Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. In connection with an amendment to the Loan Agreement being entered into by Bank and Grantor on or around the date hereof, the parties desire to amend and restate the Original Agreement in accordance with the terms set forth herein.

Now, Therefore, Bank and Grantor agree as follows:

#### AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Exhibits A, B, C and D hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for pursuant to this Agreement or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement hereby amends and restates the Original Agreement in its entirety, without novation.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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

Address of Grantor:

PINC SOLUTIONS

PINC SOLUTIONS

By:

32980 Alvarado-Niles Rd, Suite 820

Union City, CA 94587

Attn: Chief Executive Officer

Fax: 510-217-6977

Address of Bank:

AVIDBANK

1732 N 1st Street, 6th Floor San Jose, CA 95112 Attn: Reisa Babic Fax: 408-200-7399

Name: JON V 804574D

# EXHIBIT A

# Copyrights

Please Check Box if No Copyrights Exist  ${\bf \boxtimes}$ 

Title Registration Number Registration Date

# EXHIBIT B

# **Patents**

Title	Patent Number / Application Number
System and method for determining and controlling status and location of an object	10,134,007
System and method for determining and controlling status and location of an object	10,127,521
System and method for determining and controlling status and location of an object	9,592,964
RFID tag	8,720,788
Attachment bracket for an RFID tag	8,608,086
RFID tag	D680,520
Systems and methods for determining a location of an object	7,321,305
Position-tracking device for position-tracking system	7,245,215
Position-tracking system	7,236,091
System and methods for implementing supply chain visibility updates	15/672563
System and method for improving RFID tag reading performance	11/754072
Managing trailers and shipments	14/452274

# Ехнівіт С

# **Trademarks**

<u>Description</u>	Serial / Registration Number	Application / Registration Date
PINC ACCURACY DELIVERED	88052856	July 25, 2018
PINC VISIBILITY. ORCHESTRATED.	88051012	July 24, 2018
PINC   AIR	88050960	July 24, 2018
PINC	88050916	July 24, 2018
ASSET VISIBILITY NETWORK	85161486	*
YARD HOUND	77395322	*
PINC YARD HOUND	77027552	*
PINC	88975335	July 24, 2018
PINC   AIR	88975334	July 24, 2018
PINC VISIBILITY. ORCHESTRATED.	88975331	<b>July 24, 2018</b>

<sup>\*</sup> indicates dead, abandoned or cancelled trademark item

# EXHIBIT D

# Mask Works

Please Check Box if No Mask Works Exist 🗹

Description

Registration Number

**Registration Date** 

TRADEMARK REEL: 006809 FRAME: 0060

**RECORDED: 12/04/2019**