

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROGISTICS DISTRIBUTION, INC.		11/26/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CP BF LENDING, LLC		
Street Address:	1910 Fairview Avenue, Suite 200		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5534386	FRAGILEPAK	
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<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:	503.294.9183		
Email:	patrick.hartigan@stoel.com		
Correspondent Name:	Kevin S. Crosman/Stoel Rives LLP		
Address Line 1:	760 SW Ninth Avenue, Suite 3000		
Address Line 4:	Portland, OREGON 97205		
NAME OF SUBMITTER:	Patrick P. Hartigan, SR Paralegal		
SIGNATURE:	/Patrick P. Hartigan/		
DATE SIGNED:	12/16/2019		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "*Agreement*") is entered into as of November 26, 2019, by and between CP BF LENDING, LLC, as Lender pursuant to (and as described in) the Loan Agreement (defined below) ("*Lender*") and PROLOGISTICS DISTRIBUTION, INC. ("*Borrower*").

WHEREAS, Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender, Borrower and TRANSPORTATION AGENT GRID, LP, dated of even date herewith (as amended from time to time and including each document referenced therein, the "*Loan Agreement*"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender, a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation the Trademark listed on Exhibit A hereto) and 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.

The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and other rights now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibit A attached hereto sets forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. 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.

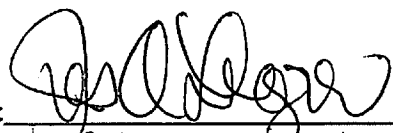
[SIGNATURE PAGE FOLLOWS]

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

Address of Borrower:

480 Roland Way, #103
Oakland, CA 94621

BORROWER:
PROLOGISTICS DISTRIBUTION, INC.

By: 
Name: JAMES LIGORI
Title: CFO

Address of Lender:

1910 Fairview Avenue, Suite 200
Seattle, WA 98102
Attention: Trent Stedman
Email: trents@columbiapacific.com

LENDER:

CP BF LENDING, LLC

By: CP Business Finance GP, LLC,
Its general partner

By: Columbia Pacific Advisors, LLC,
Its manager

By:  _____

Name: Trent Stedman

Title: CFO

{Signature Page to Intellectual Property Security Agreement}

EXHIBIT A - IP SECURITY AGREEMENT
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FRAGILEPAK	5,534,386	Aug. 07, 2018