

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601645

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| RailcarRx, Inc. | | 10/07/2020 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Silicon Valley Bank, as Administrative Agent | | |
| Street Address: | 3003 Tasman Drive, HF 150 | | |
| City: | Santa Clara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95054 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5412885 | R | |
| Registration Number: | 5436773 | R RAILCARRX RMS | |
| Registration Number: | 4776585 | RAILCARRX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 800-494-5225 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Stewart Walsh | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | COGENCY GLOBAL Inc. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 1274510 TM | | |
| NAME OF SUBMITTER: | Sarah Mackin | | |
| SIGNATURE: | /Sarah Mackin/ | | |
| DATE SIGNED: | 10/07/2020 | | |
| Total Attachments: 7 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of October 7, 2020 by and between **RAILCARRX, INC.**, a Texas corporation (the “*Grantor*”), and **SILICON VALLEY BANK (“SVB”)**, as administrative agent and collateral agent for the Lenders (as defined below) (together with its successors and assigns, in such capacities, the “*Administrative Agent*”).

RECITALS

A. The Administrative Agent, the Lenders and the other Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of June 11, 2020, as amended by that certain Assumption Agreement, Joinder, Consent and First Amendment to Credit Agreement, dated as of September 14, 2020 and that certain Assumption Agreement, Consent and Second Amendment to Credit Agreement, dated as of October 7, 2020 (as may be further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”) by and among Grantor, **PINC SOLUTIONS**, a California corporation (“*PINC*”), **SHIPXPRESS, LLC** (f/k/a SCES Waldo Buyer LLC), a Delaware limited liability company (“*Waldo*” and together with PINC, jointly and severally, the “*Borrower*”), **SCES INTERMEDIATE PARENT LLC**, a Delaware limited liability company (“*New Parent Guarantor*”), the Lenders party thereto from time to time, SVB as the Issuing Lender and Swingline Lender, and the Administrative Agent. Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by the Administrative Agent, the Lenders and the other Secured Parties to make the Loans to Grantor under the Credit Agreement, New Parent Guarantor, Grantor, PINC, Waldo and the other guarantors party thereto have entered into that certain Guarantee and Collateral Agreement in favor of the Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower, Grantor, and the other guarantors shall grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the Secured Obligations of New Parent Guarantor, PINC, Waldo, Grantor, and the other guarantors under the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, New Parent Guarantor, PINC, Grantor, and the other guarantors have granted to the Administrative Agent, for the benefit of the Secured Parties, 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 the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Secured Obligations under the Credit Agreement and the other Loan Documents, Grantor grants and pledges to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), 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) and goodwill associated therewith, 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; provided that, notwithstanding the foregoing, the security interests created by this Intellectual Property Security Agreement shall not extend to, and the term "Collateral" (including all of the individual items comprising Collateral) shall not include, any Excluded Assets.

This security interest is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[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.

GRANTOR:

RAILCARRX, INC., a Texas corporation

By: 

Name: Park Durrett

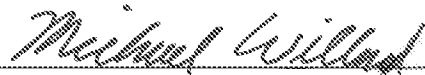
Title: President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007068 FRAME: 0713

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 
Name: Michael Willard
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.





EXHIBIT B

Patents

| Title | Country | Status | Owner | Inventors | Application Number | File Date | Publication Number | Publication Date |
|---|----------------|---------------|-----------------|--|---------------------------|------------------|---------------------------|-------------------------|
| RAIL FLEET MAINTENANCE MANAGEMENT SYSTEM AND METHOD | US Application | Active | RailcarRx, Inc. | Kilaru, Anil; Lippy, Joseph; Kodali, Sitaram Mohan | US16/180081 | 11/5/2018 | US20190135318 | 5/9/2019 |

EXHIBIT C

Trademarks

| Citation | Country | Status | Registrant | Application Number | Application Date | Registration Number | Registration Date |
|--|---------|-----------------|------------------------------|--------------------|------------------|---------------------|-------------------|
|  | USPTO | Registered | PRIMUS GLOBAL SERVICES, INC. | 87559136 | 07-AUG-2017 | 5412885 | 27-FEB-2018 |
|  | USPTO | Registered | PRIMUS GLOBAL SERVICES, INC. | 87556577 | 04-AUG-2017 | 5436773 | 03-APR-2018 |
|  | USPTO | Registered | PRIMUS GLOBAL SERVICES, INC. | 86461627 | 21-NOV-2014 | 4776585 | 21-JUL-2015 |
|  | State | Registered (TX) | PRIMUS GLOBAL SERVICES, INC. | | | 802114646 | 01-APR-2015 |