

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mastery Logistics Systems, Inc.		02/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88886926	COMPLEXITY DEMANDS MASTERY	
Serial Number:	88907680	M	
Serial Number:	88843847	MASTERMIND	
Serial Number:	88886933	THE WORLD'S FIRST LOVABLE TMS	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (157096-01010 ND)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	157096-01010		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	02/11/2021		
Total Attachments: 9			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of February 9, 2021 by MASTERY LOGISTICS SYSTEMS, INC., a Delaware corporation (“Grantor”), in favor of GOLDMAN SACHS BANK USA (together with its successors and permitted assigns, “Lender”).

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Loan Agreement”) between Grantor and Lender, Lender agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to that certain Security and Pledge Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Security Agreement”), Grantor has granted to Lender a lien and security interest in substantially all of its assets to secure the Obligations; and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Lender’s Liens in the Intellectual Property of Grantor.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or the Security Agreement, as applicable.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Lender of the Obligations under the Loan Agreement, Grantor hereby collaterally assigns, pledges and grants to Lender a continuing security interest in and to and Lien on all of Grantor’s Collateral, including all right, title and interest of Grantor in, to and under the following, whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located (collectively, the “IP Collateral”):

(a) All of Grantor’s (i) copyrights, copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 1, (ii) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, and (iv) all of Grantor’s rights corresponding thereto throughout the world (all of the foregoing, collectively, the “Copyrights”);

(b) All of Grantor’s patents and patent applications, including (i) the patents and patent applications listed on Schedule 2, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to

sue for past, present, and future infringements thereof, and (v) all of Grantor's rights corresponding thereto throughout the world (collectively, the "Patents");

(c) All of Grantor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 3, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); *provided* that no security interest shall be granted in United States intent-to-use trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registrations that issue therefrom under applicable federal law;

(d) All reissues, continuations or extensions of the foregoing (as applicable); and

(e) All products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for any infringement of any Intellectual Property.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of all the Obligations under the Loan Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender pursuant to the Loan Agreement.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Lender as follows: Schedule 1, Schedule 2 and Schedule 3 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Without limiting any of Grantor's obligations under this Section 6, Grantor hereby authorizes Lender to unilaterally modify this Agreement by amending Schedule 1, Schedule 2 or Schedule 3 to include any such new IP Collateral of Grantor identified in a written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any schedule hereto shall in any way affect, invalidate or detract from Lender's continuing security interest in all IP Collateral, whether or not listed on the schedules hereto.

7. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (BUT NOT ITS LAW OF CONFLICTS, OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Facsimiled or other electronic format (i.e. "pdf" or "tif") signatures to this Agreement shall be valid. This Agreement shall be effective when it has been executed by Grantor and Lender.

9. CONSTRUCTION. All references herein to Sections and Schedules shall be construed to refer to Sections of and Schedules to, this Agreement, except where the context clearly requires otherwise. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

10. TERMINATION. The security interests, liens and rights granted to Lender hereunder shall continue in full force and effect until all of the Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted by Lender) of Grantor have been paid and performed in full and all commitments of Lender to extend credit to Grantor have expired or been terminated. Accordingly, Grantor waives any rights which it may have under the UCC to demand the filing of termination statements with respect to the IP Collateral, and Lender shall not be required to send such termination statements to Grantor, or to file them with any filing office, unless and until this Agreement shall have been terminated in accordance with its terms and all Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted by Lender) have been paid in full in immediately available funds. At such time as Grantor shall completely and finally satisfy all of the Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted by Lender) and Lender's commitment to make Revolving Loans under the Loan Agreement shall have been terminated or expired, Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder and to record such release with the Secretary of State of the State of New York, the United States Patent and Trademark Office and (if applicable) the United States Copyright Office. All representations, warranties, covenants, waivers and agreements contained herein shall survive termination hereof until all Obligations are paid and performed in full.

11. CONFIDENTIALITY. In handling any Information (as that term is defined in the Loan Agreement) related to the IP Collateral, Lender shall exercise the same degree of care that it exercises for its own confidential information, but disclosure of information may be made: (a) to Lender's and Lender's Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any Governmental Authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by any applicable law or by any subpoena or similar legal process, (d) to any other party to this Agreement or the Loan Agreement, (e) in connection with the exercise of any remedies under the Loan Agreement or under any other Loan Document or any suit, action or proceeding relating to this Agreement, the Loan Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (x) any assignee of or Participant in, or any prospective assignee of

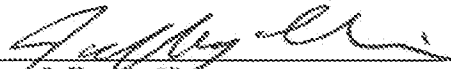
or Participant in, any of its rights or obligations under the Loan Agreement or (y) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to Grantor, the other Loan Parties and their obligations, (g) with the consent of the Grantor, (h) to holders of Equity Interests in Grantor, (i) to any Person providing a Guaranty of all or any portion of the Obligations, or (j) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Lender on a non-confidential basis from a source other than Grantor.¹

¹ NTD: Conformed to confidentiality provision in Loan Agreement.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MASTERY LOGISTICS SYSTEMS, INC.

By: 
Name: Jeffrey L. Silver
Title: CEO and President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007190 FRAME: 0749

SCHEDULE 1

Copyrights

None.

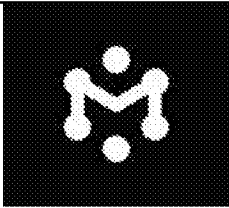
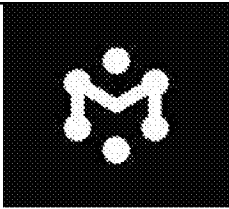
SCHEDULE II

Patents

None.

SCHEDULE III

Trademarks/Service Marks

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status	Open Liens
COMPLEXITY DEMANDS MASTERY	Mastery Logistics Systems, Inc.	(88886926)	(04/24/2020)	Published	None
 M & Design	Mastery Logistics Systems, Inc.	(88907680)	(05/08/2020)	Published	None
MASTERMIND	Mastery Logistics Systems, Inc.	(88843847)	(03/23/2020)	Allowed	None
THE WORLD'S FIRST LOVABLE TMS	Mastery Logistics Systems, Inc.	(88886933)	(04/24/2020)	Published	None
COMPLEXITY DEMANDS MASTERY	Mastery Logistics Systems, Inc.	(IR1564764) Designating: Canada Mexico	(09/23/20)	Pending	None
 M & Design	Mastery Logistics Systems, Inc.	(IR1564769) Designating: Australia Canada Switzerland China European Union United Kingdom India	(09/23/20)	Pending	None

		Japan Mexico Norway New Zealand			
MASTERMIND	Mastery Logistics Systems, Inc.	(IR1563629) Designating: Australia Canada Switzerland China European Union United Kingdom India Japan Mexico Norway New Zealand	(09/22/20)	Pending	None
THE WORLD'S FIRST LOVABLE TMS	Mastery Logistics Systems, Inc.	(IR1564703) Designating: Canada	(09/23/20)	Pending	None

Schedules to Intellectual Property Security Agreement