

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636867

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
3PL Intermediate Holdings, LLC		04/05/2021	Limited Liability Company: DELAWARE
3PL Central LLC		04/05/2021	Limited Liability Company: DELAWARE
TS Tracker Systems, Inc		04/05/2021	Corporation: CALIFORNIA
Skubana Inc.		04/05/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative Agent and Collateral Agent
Street Address:	3003 Tasman Drive, HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5064392	SKUBANA
Registration Number:	4701317	SKUBANA
Registration Number:	4808245	ORDERBOT
Registration Number:	5432255	ACCELERATE
Registration Number:	6052395	DIRECT TO EVERYWHERE
Registration Number:	5140384	

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

TRADEMARK

ATTORNEY DOCKET NUMBER:	1351431
NAME OF SUBMITTER:	Alicia Vellante
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	04/05/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of April 5, 2021 by and between each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a “**Grantor**” and, collectively, the “**Grantors**”), and **SILICON VALLEY BANK (“SVB”)**, as administrative agent and collateral agent for the Lenders (in such capacities, the “**Administrative Agent**”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to certain Grantors (the “**Loans**”) in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among **3PL CENTRAL LLC**, a Delaware limited liability company (“**Borrower**”), **3PL INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company (“**Holdings**”), the several banks and other financial institutions or entities from time to time parties thereto (each a “**Lender**” and, collectively, the “**Lenders**”), Administrative Agent, and SVB, as the Issuing Lender and the Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “**Credit Agreement**”). 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 Administrative Agent, Lenders, and the other Secured Parties to make the Loans to Borrower under the Credit Agreement, Borrower, Holdings, and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of 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. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantors shall grant to Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower, Holdings, and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and Holdings and the other Grantors have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s, Holdings’, and such other 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 Credit Agreement and Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and the other Loan Documents, each Grantor grants and pledges to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such 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) 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.

This security interest is granted in conjunction with the security interest granted to Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 Administrative Agent, of any or all other rights, powers or remedies.

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, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

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.

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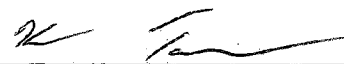
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

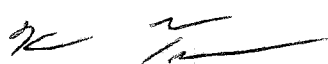
3PL INTERMEDIATE HOLDINGS, LLC

By: 
Name: Kevin Trosian
Title: Chief Financial Officer

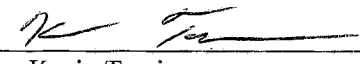
3PL CENTRAL LLC

By: 
Name: Kevin Trosian
Title: Chief Financial Officer

TS TRAKER SYSTEMS, INC.

By: 
Name: Kevin Trosian
Title: Chief Financial Officer

SKUBANA INC.

By: 
Name: Kevin Trosian
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,
as the Administrative Agent

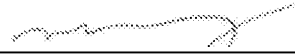
By: 
Name: Henry Wang
Title: Director

EXHIBIT A
COPYRIGHTS

Registered Copyrights

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
3PL Central LLC	United States	TX0007805929	May 24, 2013	3PL Warehouse Manager

Pending Copyright Applications

None.

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None.

EXHIBIT B

PATENTS

Issued Patents

None.

Pending Patent Applications


None.

Issued Patents and Pending Patent Applications Licensed to Loan Parties

None.

EXHIBIT C
TRADEMARKS

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
U.S.	5064392	10/18/16	5/4/16	Skubana Inc.	SKUBANA
U.S.	4701317	3/10/15	3/27/14	Skubana Inc.	SKUBANA
U.S.	4808245	9/8/15	2/4/15	Skubana Inc.	ORDERBOT
U.S.	5432255	3/27/18	8/18/17	Skubana Inc.	ACCELERATE
U.S.	6052395	5/12/20	10/7/19	Skubana Inc.	DIRECT TO EVERYWHERE
U.S.	5140384	2/14/17	5/4/16	Skubana Inc.	

Domain Names

Domain Name	Expiration Date	Registrant
3plcentraldata.com	7/18/2021	3PL Central LLC
3plcentral-data.com	8/27/2021	3PL Central LLC
secure-bms.com	1/17/2022	3PL Central LLC
3plcentral.app	5/9/2021	3PL Central LLC
3PLCENTRAL.COM	5/25/2022	3PL Central LLC
3PLCENTRAL.NET	4/20/2023	3PL Central LLC
3pldemo.com	5/23/2021	3PL Central LLC
3PLFLOW.COM	9/24/2021	3PL Central LLC
3PLGO.COM	9/24/2021	3PL Central LLC

ny-2084226

Domain Name	Expiration Date	Registrant
3PLTRANSPORTATIONMANAGER.COM	1/4/2022	3PL Central LLC
3PLWAREHOUSEMANAGER.COM	8/28/2021	3PL Central LLC
best3plsoftware.com	11/7/2021	3PL Central LLC
better3plsoftware.com	11/7/2021	3PL Central LLC
etraker.com	2/28/2021	3PL Central LLC
GLOCENTRAL.COM	4/28/2021	3PL Central LLC
GLOCENTRAL.NET	4/28/2021	3PL Central LLC
ONEWMS.COM	8/4/2022	3PL Central LLC
REDROCKWAREHOUSEMANAGEMENTSYSTEMS.COM	3/19/2021	3PL Central LLC
REDROCKWAREHOUSEMANAGER.COM	3/19/2021	3PL Central LLC
REDROCKWMS.COM	3/19/2021	3PL Central LLC
SECURE-WMS.COM	10/15/2021	3PL Central LLC
WMSFLOW.COM	9/24/2021	3PL Central LLC
WMSGO.COM	9/24/2021	3PL Central LLC
YOUNEEDTHISSOFTWARE.COM	3/25/2021	3PL Central LLC
3plmanagementsystem.com	12/11/2021	3PL Central LLC
3plmanagementsystems.com	12/11/2021	3PL Central LLC
4plnetworkmanager.com	3/2/2024	3PL Central LLC
4plcentral.com	8/27/2021	3PL Central LLC
SKUBANA.COM	7/16/21	Skubana Inc.

Domain Name	Expiration Date	Registrant
GETSKUBANA.COM	11/9/21	Skubana Inc.
GOTHAMWORKS.IO	5/13/21	Skubana Inc.

Pending Trademark Applications

None.

Registered Trademarks and Pending Trademark Applications Licensed to Loan Parties

None.