

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RUBICON TECHNOLOGIES, LLC		03/24/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ENCINA BUSINESS CREDIT, LLC		
Street Address:	123 North Wacker		
Internal Address:	Suite 2400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5863489	RRR RUBICON	
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:	7136581818		
Email:	courtney.graves@chamberlainlaw.com		
Correspondent Name:	Aly Z. Dossa		
Address Line 1:	Chamberlain Hrdlicka		
Address Line 2:	1200 Smith Street, 14th Floor		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Courtney graves		
SIGNATURE:	/Courtney Graves/		
DATE SIGNED:	04/13/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of March 24, 2021, by and among **RUBICON TECHNOLOGIES, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **ENCINA BUSINESS CREDIT, LLC**, a Delaware limited liability company, as agent for the Lenders (in such capacity, “**Agent**”) under the Loan Agreement (as defined herein).

RECITALS

A. The Grantor, the other Loan Party Obligors party thereto from time to time, the Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement, dated as of December 14, 2018, (as amended by that certain First Amendment to Loan and Security Agreement , dated as of March 29, 2019, as further amended by that certain Second Amendment to Loan and Security Agreement, dated as of February 27, 2020, and as further amended by that certain Third Amendment to Loan and Security Agreement, dated as of the date hereof, and as may be further amended and restated, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans to the Borrowers as provided therein.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office (“**USPTO**”).

C. Pursuant to the Loan Agreement, the Grantor has granted to the Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of the Grantor, including in the Trademark Collateral (as defined below), to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, the Agent shall promptly, following written request by the Grantor, execute, acknowledge, and deliver to the Grantor all instruments reasonably requested by the Grantor necessary to release the Agent’s security interest in the Trademark Collateral (as defined below) acquired under the Loan Agreement and this Agreement.

2. The Grantor hereby grants to the Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of Grantor’s right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; each exclusive trademark license if Grantor has the

right to grant a security interest in such license, including, without limitation, each exclusive trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith and (b) all products and proceeds of the foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 attached hereto (items (a) and (b) being herein collectively referred to as the “**Trademark Collateral**”). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of the Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

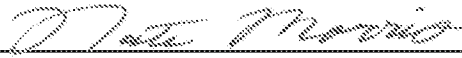
This security interest and lien is granted in conjunction with the security interests and liens granted to the Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interests and liens in the Trademark 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.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

RUBICON TECHNOLOGIES, LLC,
a Delaware limited liability company

By: 
Name: Nate Morris, CEO
Title:

Acknowledged by:

ENCINA BUSINESS CREDIT, LLC,
as Agent

By: Tracy Salyers
Name: TRACY SALYERS
Title: Authorized Signatory

[Rubicon – Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007255 FRAME: 0088

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

A. Trademarks

Title	App. No.	Country	Reg. No.	Status
RUBICON & RRR DESIGN	87201055	United States	5863489	Issued