

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM641328

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Transfix, Inc.		04/22/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Midcap Financial Trust, as agent		
<b>Street Address:</b>	7255 Woodmont Ave., Suite 200		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5593648	TRANSFIX	
<b>Registration Number:</b>	5593649		
<b>Registration Number:</b>	6258109		
<b>Registration Number:</b>	6102217	DYNAMIC LANE RATES	
<b>Registration Number:</b>	6102216	DYNAMIC LANE RATES	
<b>Registration Number:</b>	4895048	TRANSFIX	
<b>Registration Number:</b>	4895049	TRANSFIX	
<b>Registration Number:</b>	6258108	TRANSFIX	
<b>Registration Number:</b>	6317068	TRUEVIEW TMS	
<b>Registration Number:</b>	6317067	TRUEVIEW TMS	
<b>Registration Number:</b>	6274099	DYNAMIC LANE RATES	
<b>Serial Number:</b>	88791026	TRUERATE	
<b>Serial Number:</b>	88791022	TRUERATE	
<b>Serial Number:</b>	88791004	TRUERATE	
<b>Serial Number:</b>	90329917	FLEET PLANNER BY TRANSFIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7036106200		
<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>			

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TRADEMARK

**Phone:** 7036106100  
**Email:** boxip@hoganlovells.com  
**Correspondent Name:** Greta D. Feldman of Hogan Lovells US LLP  
**Address Line 1:** 8350 Broad Street, 17th Floor  
**Address Line 2:** Attn: Box Intellectual Property  
**Address Line 4:** Tysons, VIRGINIA 22102

**NAME OF SUBMITTER:** Greta D. Feldman of Hogan Lovells US LLP

**SIGNATURE:** /Greta D. Feldman/

**DATE SIGNED:** 04/22/2021

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of the 22nd day of April, 2021 by and between **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (together with its successors and assigns, "Agent"), and **TRANSFIX, INC.**, a Delaware corporation ("TFX" and together with any other Person that joins this Agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit, Guaranty and Security Agreement, by and among Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same,

including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

provided, that the Intellectual Property Collateral shall not, at any time, include any United States intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the creation by a Grantor of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, rule or regulation.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing 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 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 Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

This Agreement is subject to Sections 13.8 and 13.9 of the Credit Agreement, and such provisions are incorporated herein by reference, mutatis mutandis.

[Signature page follows.]

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

**GRANTOR:**

**TRANSFIX, INC.**

DocuSigned by:

*Christian Lee*

By: \_\_\_\_\_  
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Name: Christian Lee

Title: Chief Financial Officer

**AGENT:**

**MIDCAP FINANCIAL TRUST**

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner


By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

EXHIBIT C

Trademarks

COUNTRY	TRADEMARK	OWNER	CLASSES	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS
US	TRANSFIX	Transfix, Inc.	39	87666536	10/31/2017	5593648	10/30/2018	Registered
US	Transfix Logo	Transfix, Inc.	9, 39, 42	87666579	10/31/2017	5593649	10/30/2018	Registered
US	Transfix Logo	Transfix, Inc.	9, 39, 42	87666579	10/31/2017	5593649	10/30/2018	Registered
US	Transfix Logo	Transfix, Inc.	9,35,39,42	88728520	12/16/2019	6258109	1/26/2021	Registered
US	Dynamic Lane Rates	Transfix, Inc.	39	88791014	2/10/2020	6102217	7/14/2020	Registered
US	Dynamic Lane Rates	Transfix, Inc.	35	88790994	2/10/2020	6102216	7/14/2020	Registered
US	TRANSFIX	Transfix, Inc.	9	86669633	6/22/2015	4895048	2/2/2016	Registered
US	TRANSFIX	Transfix, Inc.	42	86669634	6/22/2015	4895049	2/2/2016	Registered
US	TRANSFIX & DESIGN	Transfix, Inc.	9,35,39,42	88728513	12/16/2019	6258108	1/26/2021	Registered
US	TRURATE	Transfix, Inc.	39	88791026	2/10/2020			Pending

COUNTRY	TRADEMARK	OWNER	CLASSES	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS
US	TRURATE	Transfix, Inc.	42	88791022	2/10/2020			Pending
US	TRUVIEW TMS	Transfix, Inc.	39	88836526	3/16/2020	6317068	4/6/2021	Registered
US	TRUVIEW TMS	Transfix, Inc.	42	88836518	3/16/2020	6317067	4/6/2021	Registered
Australia	TRANSFIX	Transfix, Inc.	9,42	1871402	6/30/2017	1364136	4/2/2018	Registered
Brazil	TRANSFIX	Transfix, Inc.	9	910451389	12/22/2015	910451389	2/5/2019	Registered
Brazil	TRANSFIX	Transfix, Inc.	42	910451400	12/22/2015	910451400	2/5/2019	Registered
Canada	TRANSFIX	Transfix, Inc.	39	1866739	11/7/2017	TMA105755	10/4/2019	Registered
Canada	TRANSFIX	Transfix, Inc.	9,42	1760860	12/22/2015	TMA100725	10/22/2018	Registered
China	TRANSFIX	Transfix, Inc.	9,42	1364136	6/30/2017			Pending
EUTM	TRANSFIX	Transfix, Inc.	9,42	1364136	6/30/2017	1364136	2/18/2018	Registered



COUNTRY	TRADEMARK	OWNER	CLASSES	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS
Japan	TRANSFIX	Transfix, Inc.	9,42	1364136	6/30/2017	1364136	3/16/2018	Registered
Mexico	TRANSFIX	Transfix, Inc.	42	2269113	9/22/2019	2075818	1/21/2020	Registered
Mexico	TRANSFIX	Transfix, Inc.	39	2269109	9/27/2019	2075817	1/21/2020	Registered
Mexico	TRANSFIX	Transfix, Inc.	9	2269105	9/27/2019	2082564	2/12/2020	Registered
United Kingdom	TRANSFIX	Transfix, Inc.	9,42	1364136	6/30/2017	1364136	12/6/2017	Registered
United Kingdom	TRANSFIX	Transfix, Inc.	9,42	UK00801364136	6/30/2017	UK00801364136	2/18/2018	Registered
WIPO	TRANSFIX	Transfix, Inc.	9,42	1364136	6/30/2017	1364136	6/30/2017	Registered
US	TRUERATE	Transfix, Inc.	35	88791004			2/10/2020	Pending
US	TRUVIEW TMS	Transfix, Inc.	42	88836518	4/6/2021	6317067	3/16/2020	Registered
US	Dynamic Lane Rates	Transfix, Inc.	42	88790991	2/10/2020	6274099	2/16/2021	Registered

COUNTRY	TRADEMARK	OWNER	CLASSES	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS
US	FLEET PLANNER BY TRANSFIX	Transfix, Inc.	9, 42	90329917	11/19/2020			Pending

**TRADEMARK**  
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