

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swyft, Inc.		02/26/2021	Corporation: DELAWARE
NewZoom, LLC		02/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NFS Leasing, Inc.		
Street Address:	900 Cummings Center		
Internal Address:	Suite 226-U		
City:	Beverly		
State/Country:	MASSACHUSETTS		
Postal Code:	01915		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5055290	SWYFT	
Registration Number:	3639453	Z	
Registration Number:	3685352	ZOOMSHOP	
Registration Number:	6000429	ZOOMSYSTEMS	
Registration Number:	5308493	DROPSHOT	
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:	617-248-5000		
Email:	TMADMIN@CHOATE.COM		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2013988-0002		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		

OP \$140.00 5055290

DATE SIGNED:	05/13/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 26, 2021, is made by **SWYFT, INC.**, Delaware corporation, ("Swyft"), **NEWZOOM, LLC**, a Delaware limited liability company ("New Zoom" and together with Swyft, together, the "Grantors" and each individually, a "Grantor") in favor of **NFS LEASING, INC.**, a Massachusetts corporation (the "Secured Party").

WHEREAS, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to each Grantor in connection with (i) a certain Master Equipment Lease Number 2021-0209 of even date among the Grantors and the Secured Party (as amended, restated, or otherwise modified from time to time, the "Master Lease"); (ii) a certain Security Agreement of even date by Swyft in favor of the Secured Party (as amended, restated, or otherwise modified from time to time, the "Swyft Security Agreement"); (iii) a certain Security Agreement of even date by New Zoom in favor of the Secured Party (as amended, restated, or otherwise modified from time to time, the "New Zoom Security Agreement" and together with the Swyft Security Agreement, the "Security Agreements," and each a "Security Agreement"); and (iv) each other document, instrument, certificate and other item delivered and/or in connection with the foregoing (collectively, with this Agreement, the Master Lease, and each Security Agreement, the "Lease Documents"). Capitalized terms used herein are used as defined in the Lease Documents. Pursuant to the terms of the Lease Documents, each Grantor has granted to Secured Party a security interest in all of its assets, including its intellectual property.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of Secured Party, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreements.

2. Grant of Security Interest.

(a) Each Grantor hereby pledges and grants to Secured Party, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the below listed Property of such Grantor, whether now owned or hereafter acquired, and wherever located:

- (i) its trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, that are owned by such Grantor, or in which such Grantor has any right, title or interest, now or in the future, including the foregoing listed on Schedule 1, and the goodwill of the business symbolized by the foregoing;
- (ii) all renewals of the foregoing;
- (iii) the right (but not the obligation) to make and prosecute applications for such trademark;
- (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;
- (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- (vi) any and all present or future rights and interests of the Grantor pursuant to any and all present and future licensing agreements in favor of the Grantor, or to which the Grantor is a party, pertaining to any trademark or trademark rights, owned or used by third parties

in the present or future, including the right in the name of the Grantor or the Secured Party to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement; and

- (vii) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

(b) Each Grantor represents and warrants that Schedule 1 attached hereto sets forth any and all intellectual property rights to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or any other agency of any state or country responsible for the registration of any trademark, or similar protection, as applicable.

(c) This Agreement is made to secure the performance and payment of all of the Obligations. Upon the payment in full of the Obligations, Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to each Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Secured Party in connection with the Master Lease, each Security Agreement, and each of the other Lease Documents, and is expressly subject to the terms and conditions thereof. The Master Lease, each Security Agreement, and each of the other Lease Documents (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in each Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreements, the terms of the Security Agreements shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement and all claims shall be governed by the laws of the Commonwealth of Massachusetts, without giving effect to any conflict of law principles except federal laws relating to national banks.

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SECURED PARTY:

NFS LEASING, INC.

DocuSigned by:
By: Mark Blaisdell
E49F1470838144D...
Mark Blaisdell, CFO

GRANTORS:

SWYFT, INC.

DocuSigned by:
By: Gower Smith
71B25C4679DB482...
Name: Gower Smith
Title: CEO

NEWZOOM, LLC

DocuSigned by:
By: Jordan Smith
64A2BF124863428...
Name: Jordan Smith
Title: Director

[Signature Page Trademark Security Agreement]
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SCHEDULE 1United States Trademark Registrations and Applications

OWNER	MARK	Country	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	CLASS
Swyft, Inc.	SWYFT	US	86/490,426	Dec. 24, 2014	5,055,290	Oct. 4, 2016	Registered	09, 35
Swyft, Inc.	SIMPLE	US	88/003,640	June 17, 2018			Allowed	35
Newzoom, LLC	Z (Stylized)	US	77/624,975	Dec. 2, 2008	3,639,453	Jun. 16, 2009	Registered	09, 35
Newzoom, LLC	ZOOMSHOP	US	77/617,678	Nov. 19, 2008	3,685,352	Sept. 22, 2019	Registered	35
Newzoom, LLC	ZOOMSYSTEMS	US	88/455,364	May 31, 2019	6,000,429	March 3, 2020	Registered	07, 35

OWNER	MARK	Country	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	CLASS
Newzoom, Inc.	ZOOMSYSTEMS	State of Louisiana	N/A	N/A	N/A	Dec. 15, 2008	Registered	35
Newzoom, Inc.	ZOOMSYSTEMS	State of Wyoming	N/A	N/A	WY 2008-000563689	Dec. 11, 2008	Registered	35
Newzoom, Inc.	ZOOMSYSTEMS	State of New Hampshire	N/A	N/A	NH 775948	July 31, 2017	Registered	42
NewZoom, Inc.	RAZORZONE	CA	1632964	June 27, 2013	TMA 892659	Dec. 18, 2014	Registered	07, 35
NewZoom, Inc.	ZOOMSHOP	CA	1494514	Sept. 2, 2010	TMA 827656	July 9, 2012	Registered	07, 35
NewZoom, Inc.	ZOOMSYSTEMS	WIPO	1125544		1125544	April 7, 2012	Registered	07, 35

OWNER	MARK	Country	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	CLASS
NewZoom, Inc.	ZOOMSHOP	WIPO	1062889		1062889	Dec. 10, 2010	Registered	09, 35
NewZoom, Inc.	RAZORZONE	WIPO	1203771		1203771	April 10, 2014	Registered	07, 35
Swyft, Inc.	DROPSHOT	US	87/975,740	April 12, 2017	5,308,493	Oct. 10, 2017	Registered	09
Swyft, Inc.	U tique SHOP and Design	WIPO	1114011		1114011	Jan. 17, 2012	Registered	35

TRADEMARK

REEL: 007291 FRAME: 0642

RECORDED: 05/13/2021