

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TXI SYSTEMS, INC.		01/29/2021	Corporation: TENNESSEE
BUDGET GPS, INC.		01/29/2021	Corporation: TENNESSEE
RAPID START COMPANY, LLC		01/29/2021	Limited Liability Company: DELAWARE
INNOVATIVE SOFTWARE AND SERVICES, LLC	FORMERLY ISSC ACQUISITION COMPANY, LLC	01/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BSCP GP I, LLC, AS AGENT		
Street Address:	204 SOUTH UNION STREET		
City:	ALEXANDRIA		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4267256	TOPS	
CORRESPONDENCE DATA			
Fax Number:	2123099507		
<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:	2128016488		
Email:	chius@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP Attn: Sandy Chiu		
Address Line 1:	200 Park Ave, Floor 38		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	184332.011300		
NAME OF SUBMITTER:	Sandy Chiu		
SIGNATURE:	/Sandy Chiu/		
DATE SIGNED:	06/21/2021		

CH \$40.00 4267256

Total Attachments: 6

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)**

JANUARY 29, 2021

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)** (this “Agreement”) is made as of the date hereof, between the signatory hereto (the “Grantor”) in favor of **BSCP GPI, LLC**, a Delaware limited liability company, as Agent (and any successor and assign thereto in such capacity, “Agent”) for all of the Lenders party thereto. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement (as defined below) and this document shall constitute a “Collateral Document” thereunder.

RECITALS:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among Agent, Traxero Intermediate Holdings LLC, a Delaware limited liability company (“Holdings”), Traxero North America LLC, a Delaware limited liability company (“Traxero”; and each other Person that executes a Joinder Agreement and becomes a “Borrower” thereunder, collectively, “Borrower” and, together with Holdings, the “Loan Parties”) and each of the financial institutions party thereto from time to time (each a “Lender” and, collectively, the “Lenders”); and

WHEREAS, under the terms of the Loan Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, Grantor hereby grants to Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing, including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademarks”).

(b) All licenses or agreements, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark.

Section 2. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

Section 5. Forum Selection; Consent to Jurisdiction. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE GRANTOR AND AGENT EACH HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. THE GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 6. Waiver of Jury Trial. THE GRANTOR, AGENT AND EACH LENDER EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Section 7. Amendments. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Loan Agreement.

Section 8. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

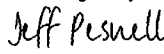
GRANTOR:

TXI SYSTEMS, INC., a Tennessee corporation

DocuSigned by:

By: _____
Name: Jeff Pesnell
Title: Chief Executive Officer

BUDGET GPS, INC., a Tennessee corporation

DocuSigned by:

By: _____
Name: Jeff Pesnell
Title: Chief Executive Officer

RAPID START COMPANY, a Delaware limited liability company

By: _____
Name: Jordan Bettman
Title: Chief Executive Officer, President, Secretary, Treasurer

ISSC ACQUISITION COMPANY, LLC, a Delaware limited liability company

By: _____
Name: Jordan Bettman
Title: Chief Executive Officer, President, Secretary, Treasurer

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

TXI SYSTEMS, INC., a Tennessee corporation

By: _____

Name: Jeff Pesnell

Title: Chief Executive Officer

BUDGET GPS, INC., a Tennessee corporation

By: _____

Name: Jeff Pesnell

Title: Chief Executive Officer

RAPID START COMPANY, a Delaware limited liability company

By:  _____
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Name: Jordan Bettman

Title: Chief Executive Officer, President, Secretary, Treasurer

ISSC ACQUISITION COMPANY, LLC, a Delaware limited liability company

By:  _____
DE62EEGD064347B...

Name: Jordan Bettman

Title: Chief Executive Officer, President, Secretary, Treasurer

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)

Trademarks, Trademark Applications and Trademark Licenses

Grantor	Trademark Title	Trademark Registration Number	Trademark Registration Date	Trademark Serial Number	Trademark Filing Date
TXI Systems, Inc.	TOPS	4267256	January 1, 2013	85560358	March 5, 2012

URLs

<u>Domain Name</u>	<u>Registrant</u>	<u>Expiration Date</u>
iscdispatch.com	Domains By Proxy, LLC (GoDaddy)	7/22/2025
iscdispatch.net	Domains By Proxy, LLC (GoDaddy)	7/22/2021
idscallcenter.com	Domains By Proxy, LLC (GoDaddy)	7/22/2021
idscallcenter.net	Domains By Proxy, LLC (GoDaddy)	7/22/2021
enrequest.com	Domains By Proxy, LLC (GoDaddy)	4/23/2021
instasvc.com	Domains By Proxy, LLC (GoDaddy)	1/19/2023
isscdispatch.com	Domains By Proxy, LLC (GoDaddy)	8/29/2025
klikdash.com	Domains By Proxy, LLC (GoDaddy)	12/2/2021
klikdash.info	Domains By Proxy, LLC (GoDaddy)	12/2/2022
klikdash.net	Domains By Proxy, LLC (GoDaddy)	12/2/2022
klikdash.org	Domains By Proxy, LLC (GoDaddy)	12/2/2022
kwik-view.com	Domains By Proxy, LLC (GoDaddy)	7/31/2022
mcontractme.com	Domains By Proxy, LLC (GoDaddy)	1/10/2023
myroad-service.com	Domains By Proxy, LLC (GoDaddy)	1/10/2023
optidispatch.com	Domains By Proxy, LLC (GoDaddy)	11/13/2021
optidispatch.info	Domains By Proxy, LLC (GoDaddy)	11/13/2021

optidispatch.net	Domains By Proxy, LLC (GoDaddy)	11/13/2021
optidispatch.org	Domains By Proxy, LLC (GoDaddy)	11/13/2021
rapidstartme.com	Domains By Proxy, LLC (GoDaddy)	12/26/2020
rapidstartme.info	Domains By Proxy, LLC (GoDaddy)	12/26/2020
rapidstartme.net	Domains By Proxy, LLC (GoDaddy)	12/26/2020
rapidstartme.org	Domains By Proxy, LLC (GoDaddy)	12/26/2020
reportsmc.com	Domains By Proxy, LLC (GoDaddy)	1/22/2022
roadkwik.com	Domains By Proxy, LLC (GoDaddy)	1/20/2021
roadkwik.us	Domains By Proxy, LLC (GoDaddy)	1/20/2021
schnelldispatch.com	Domains By Proxy, LLC (GoDaddy)	5/1/2024
schnellsvc.com	Domains By Proxy, LLC (GoDaddy)	11/16/2022
schnelltechnology.com	Domains By Proxy, LLC (GoDaddy)	5/21/2021
towkwik.com	Domains By Proxy, LLC (GoDaddy)	1/20/2021
towkwik.us	Domains By Proxy, LLC (GoDaddy)	1/20/2021
budgetfleettracking.com	Contact Privacy Inc. (Google)	9/17/2021
budgetgps.com	Contact Privacy Inc. (Google)	3/31/2021
budgetgps.net	Contact Privacy Inc. (Google)	3/30/2021
budgetgps.org	Contact Privacy Inc. (Google)	3/30/2021
dispatchonline.net	Contact Privacy Inc. (Google)	3/31/2021
fleettruth.com	Contact Privacy Inc. (Google)	2/17/2021
topscma.com	Contact Privacy Inc. (Google)	7/29/2021
topsdispatch.com	Contact Privacy Inc. (Google)	3/30/2021
tow-info.com	Contact Privacy Inc. (Google)	11/1/2021
towchange.com	Contact Privacy Inc. (Google)	3/30/2021
towchange.net	Contact Privacy Inc. (Google)	3/30/2021
towexchange.com	Contact Privacy Inc. (Google)	3/31/2021
towexchange.net	Contact Privacy Inc. (Google)	3/31/2021
towgps.com	Contact Privacy Inc. (Google)	3/30/2021
towsoftware.com	Contact Privacy Inc. (Google)	4/29/2021
towxchange.com	Contact Privacy Inc. (Google)	3/31/2021
towxchange.net	Contact Privacy Inc. (Google)	3/31/2021
txisystems.com	Contact Privacy Inc. (Google)	3/30/2021