

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cheetah Software Systems, Inc.		07/22/2021	Corporation: CALIFORNIA
Mercurygate International, Inc.		07/22/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85928363	CHEETAH	
Serial Number:	85954809	CHEETAH LOOP	
Serial Number:	85956184	CHEETAH LOGISTICS OPERATIONS OPTIMIZATIO	
Serial Number:	86736752	CHEETAHNOW	
Serial Number:	88634003	TOTAL TRANSPORT LEVERAGE	
Serial Number:	88634009	TTL	
Serial Number:	88583880	MERCURYGATE	
Serial Number:	88583890	MG	
Serial Number:	87585834	THE FUTURE OF DELIVERY	
Serial Number:	87585837	MERCURYGATE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		

CH \$265.00 85928363

Address Line 4:	Chicago, ILLINOIS 60661
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	07/26/2021
Total Attachments: 6 source=Mercurygate - Cheetah Trademark Security Agreement#page1.tif source=Mercurygate - Cheetah Trademark Security Agreement#page2.tif source=Mercurygate - Cheetah Trademark Security Agreement#page3.tif source=Mercurygate - Cheetah Trademark Security Agreement#page4.tif source=Mercurygate - Cheetah Trademark Security Agreement#page5.tif source=Mercurygate - Cheetah Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 22, 2021 (this "Trademark Security Agreement"), made by Cheetah Software Systems, Inc., a California corporation and Mercurygate International, Inc., a Florida corporation (each, a "Grantor"), in favor of ANTARES CAPITAL LP, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of August 23, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each Lender from time to time party thereto, ANTARES CAPITAL LP, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, each Grantor is party to a Security Agreement, dated as of August 23, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, all of such Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms and written request of the Grantors, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature Page Follows]

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

CHEETAH SOFTWARE SYSTEMS, INC.,
as Grantor

By: Joe Juliano

Name: Joe Juliano
Title: President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007364 FRAME: 0847

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

MERCURYGATE INTERNATIONAL, INC., a
Florida corporation

By: Joe Juliano
Name: Joe Juliano
Title: President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007364 FRAME: 0848

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

Adam Chalmers

By: _____
Name: Adam Chalmers
Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications –

None.

Registrations –

Trademark	US Serial Number	U.S. Reg. No.
<u>Cheetah</u>	85928363	4562464
<u>Cheetah Loop</u>	85954809	4487673
<u>Cheetah Logistics Operations Optimization Platform</u>	85956184	4599740
Cheetah Now	86736752	4959126

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
TOTAL TRANSPORT LEVERAGE	88634003	9/27/19	6329721	4/20/21	Registered	MercuryGate International, Inc.
TTL	88634009	9/27/19	6329722	4/20/21	Registered	MercuryGate International, Inc.
MERCURYGATE	88583880	8/19/19	6323206	4/13/21	Registered	MercuryGate International, Inc.
MG	88583890	8/19/19	6323207	4/13/21	Registered	MercuryGate International, Inc.
THE FUTURE OF DELIVERY	87585834	8/28/17	5788485	6/25/19	Registered	MercuryGate International, Inc.
MERCURYGATE	87585837	8/28/17	5788486	6/25/19	Registered	MercuryGate International, Inc.