

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM686060

<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>
ESHIPPING, LLC		11/05/2021	Limited Liability Company: IOWA
ESHIPPING DISTRIBUTION SERVICES LLC		11/05/2021	Limited Liability Company: IOWA
ENGAGED IN LIFE, LLC		11/05/2021	Limited Liability Company: IOWA
ENGAGED TECHNOLOGIES, LLC		11/05/2021	Corporation: IOWA
ENGAGED REAL ESTATE DEVELOPMENT LLC		11/05/2021	Limited Liability Company: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRESCENT AGENCY SERVICES LLC		
<b>Street Address:</b>	100 FEDERAL STREET		
<b>Internal Address:</b>	31ST FLOOR		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3830768	ESHIPPING	
<b>Registration Number:</b>	4977070	ALL MODES, ALL OPTIMIZED, ALL VISIBLE	
<b>Registration Number:</b>	3824108	E. ESHIPPING	
<b>Registration Number:</b>	5579882	ESHIPPING DISTRIBUTION SERVICES	
<b>Registration Number:</b>	5384501	ENGAGED EXPEDITED	
<b>Registration Number:</b>	6158135	ENGAGED IN LIFE	
<b>Registration Number:</b>	5384502	ENGAGED TECHNOLOGIES	
<b>Registration Number:</b>	4394144	ESHIPMANAGER	
<b>Registration Number:</b>	5558536	ENGAGED REAL ESTATE DEVELOPMENT	
<b>Serial Number:</b>	88492395	GLOBAL DATA VIEW	
<b>Serial Number:</b>	97072649	WE ARE PEOPLE-INSPIRED SHIPPING	

CH \$315.00 3830768

Property Type	Number	Word Mark
Serial Number:	97072643	S.M.A.R.T. CERTIFIED

**CORRESPONDENCE DATA**

**Fax Number:** 3105572193  
*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.*  
**Phone:** 310-557-2900  
**Email:** KLATHROP@PROSKAUER.COM  
**Correspondent Name:** PROSKAUER ROSE LLP  
**Address Line 1:** 2029 CENTURY PARK EAST, SUITE 2400  
**Address Line 2:** C/O KIMBERLEY A. LATHROP  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	22283.083
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	11/05/2021

**Total Attachments: 6**  
source=04. eShipping - Trademark Security Agreement (Executed)#page1.tif  
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source=04. eShipping - Trademark Security Agreement (Executed)#page3.tif  
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source=04. eShipping - Trademark Security Agreement (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of November 5, 2021, is made by **ESHIPPING, LLC**, an Iowa limited liability company, **ESHIPPING DISTRIBUTION SERVICES LLC**, an Iowa limited liability company, **ENGAGED IN LIFE, LLC**, an Iowa limited liability company, **ENGAGED TECHNOLOGIES, LLC**, an Iowa limited liability company and **ENGAGED REAL ESTATE DEVELOPMENT LLC**, an Iowa limited liability company (each, individually a “**Grantor**” and collectively, the “**Grantors**”) in favor of **CRESCENT AGENCY SERVICES LLC**, as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of November 5, 2021 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among **REP ESHIP INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company (“**Holdings**” and “**Initial Borrower**” and prior to giving effect to the Closing Date Acquisition, a “**Borrower**”), and immediately after giving effect to the Closing Date Acquisition, **ESHIPPING, LLC**, an Iowa limited liability company, as successor by merger to the Initial Borrower (“**Company**” and “**Successor Borrower**”; and together with any other Person joining the Credit Agreement from time to time that is designated as a “**Borrower**” pursuant to Section 5.11 of the Credit Agreement or otherwise, individually, a “**Borrower**” and, collectively and jointly and severally, the “**Borrowers**”), the other Credit Parties party thereto from time to time, Agent and the Lenders party thereto from time to time, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, the Grantors have agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

**WHEREAS**, the Grantors are a party to the Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, the Grantors hereby agree with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgage, pledge and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[Signature Pages Follow.]*

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

Very truly yours,

**ESHIPPING, LLC**, as a Grantor

By: Charles Anderson  
Name: Charles Anderson  
Title: Authorized Representative

**ESHIPPING DISTRIBUTION SERVICES LLC**, as a Grantor

By: Charles Anderson  
Name: Charles Anderson  
Title: Authorized Representative

**ENGAGED IN LIFE, LLC**, as a Grantor

By: Charles Anderson  
Name: Charles Anderson  
Title: Authorized Representative

**ENGAGED TECHNOLOGIES, LLC**, as a Grantor

By: Charles Anderson  
Name: Charles Anderson  
Title: Authorized Representative

**ENGAGED REAL ESTATE DEVELOPMENT LLC**, as a Grantor

By: Charles Anderson  
Name: Charles Anderson  
Title: Authorized Representative


[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007485 FRAME: 0019**

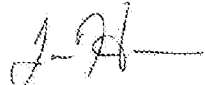
ACCEPTED AND AGREED  
as of the date first above written:

**CRESCENT AGENCY SERVICES LLC**, as Agent

By: Crescent Capital Group LP, its Managing Member

By:  \_\_\_\_\_

Name: Jonathan Cignetti  
Title: Managing Director

By:  \_\_\_\_\_

Name: Jake Hixon  
Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registrati on Date	Grantor
ESHIPPING	United States	3,830,768	Sep. 23, 2009	August 10, 2010	eShipping, LLC
ALL MODES, ALL OPTIMIZED, ALL VISIBLE	United States	4,977,070	Sep. 28, 2015	June 14, 2016	eShipping, LLC
E. ESHIPPING <i>and Design</i>  eShipping	United States	3,824,108	Sep. 23, 2009	July 27, 2010	eShipping, LLC
ESHIPPING DISTRIBUTION SERVICES	United States	5,579,882	Mar. 1, 2018	October 9, 2018	eShipping Distribution Services LLC
ENGAGED EXPEDITED	United States	5,384,501	Jun. 5, 2017	Jan. 23, 2018	eShipping Distribution Services LLC
ENGAGED IN LIFE	United States	6,158,135	Mar. 12, 2020	September 22, 2020	Engaged in Life, LLC
ENGAGED TECHNOLOGIES	United States	5,384,502	Jun. 5, 2017	January 23, 2018	Engaged Technologies, LLC
ESHIPMANAGER	United States	4,394,144	Sep. 12, 2012	August 27, 2013	eShipping, LLC
ENGAGED REAL ESTATE DEVELOPMENT	United States	5,558,536	Jun. 5, 2017	September 11, 2018	Engaged Real Estate Development LLC

2. TRADEMARK APPLICATIONS

<b>Trademark</b>	<b>Country/ Jurisdiction</b>	<b>Registration No./ Serial No.</b>	<b>Filing Date</b>	<b>Registrati on Date</b>	<b>Grantor</b>
GLOBAL DATA VIEW	United States	Pending; Application No. 88/492,395	Jun. 27, 2019	N/A	eShipping, LLC
WE ARE PEOPLE- INSPIRED SHIPPING	United States	Pending Application No. 97/072,649	Oct. 13, 2021	Pending	eShipping, LLC
S.M.A.R.T. CERTIFIED	United States	Pending Application No. 97/072,643	Oct. 13, 2021	Pending	eShipping, LLC