

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691994

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NEED IT NOW DELIVERS, LLC | | 12/01/2021 | Limited Liability Company: DELAWARE |
| BEE DELIVERS, LLC | | 12/01/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank, National Association | | |
| Street Address: | Commercial Loan Service Center/DCC, 500 First Avenue | | |
| City: | PITTSBURGH | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88912062 | FINAL MILE COMPLETE | |
| Serial Number: | 76602728 | BEE-LICIOUS | |
| Serial Number: | 78219514 | | |
| 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> | | | |
| Email: | kareem.ansley@blankrome.com | | |
| Correspondent Name: | KAREEM ANSLEY | | |
| Address Line 1: | BLANK ROME LLP | | |
| Address Line 2: | 717 TEXAS AVENUE | | |
| Address Line 4: | HOUSTON, TEXAS 77002 | | |
| ATTORNEY DOCKET NUMBER: | 074658-18029 | | |
| NAME OF SUBMITTER: | KAREEM ANSLEY | | |
| SIGNATURE: | /KAREEM ANSLEY/ | | |
| DATE SIGNED: | 12/02/2021 | | |
| Total Attachments: 8 | | | |

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 1st day of December, 2021 by NEED IT NOW DELIVERS, LLC, a Delaware limited liability company, and BEE DELIVERS, LLC, a Delaware limited liability company (collectively, the "Grantors", and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent for the Lenders ("Agent").

W I T N E S S E T H

WHEREAS, Grantors, ASAP COURIER & LOGISTICS, LLC, a Florida limited liability company ("ASAP Logistics"), SOS LOGISTICS, LLC, a New York limited liability company ("SOS Logistics"), NEED IT NOW COURIER OF MARYLAND, LLC, a Maryland limited liability company ("NIN Courier"), LUCKY 2 LOGISTICS, LLC, a New York limited liability company ("Lucky Logistics"), EXPRESSWAY COURIER & FREIGHT, LLC, a Connecticut limited liability company ("Expressway Courier"), GREENWICH LOGISTICS, LLC, a Delaware limited liability company ("Greenwich Logistics"), LEXINGTON LOGISTICS, LLC, a Delaware limited liability company ("Lexington Logistics"), HARRISBURG LOGISTICS LLC, a Delaware limited liability company ("Harrisburg Logistics"), HILLSIDE LOGISTICS, LLC, a Delaware limited liability company ("Hillside Logistics"), FASTMILE DELIVERS, LLC, a Delaware limited liability company ("FastMile Delivers"), WDS LOGISTICS, LLC, a New Jersey limited liability company ("WDS Logistics"), CENTRAL ZONE LOGISTICS LLC, a Delaware limited liability company ("Central Zone"), RETAIL LOGISTICS, LLC, a Delaware limited liability company ("Retail Logistics"), EAST COAST/WEST COAST LOGISTICS, LLC, a Delaware limited liability company ("EC/WC"), FGO DELIVERS, LLC, a Florida limited liability company ("FGO Delivers"), XPEDITED DELIVERS, LLC, a Delaware limited liability company ("Xpedited Delivers"), JV DELIVERS, LLC, a Delaware limited liability company ("JV Delivers"), FGO CA, LLC, a Florida limited liability company ("FGO CA"), SHOW ME DELIVERS, LLC, a Delaware limited liability company ("Show Me Delivers"), PICK YOUR PARTS DELIVERS, LLC, a Delaware limited liability company ("PYP Delivers"), SM BROKERAGE, LLC, a Delaware limited liability company ("SM Brokerage"), NIN NYL, LLC, a New York limited liability company ("NIN NYL"), NIN NYS, LLC, a New York liability company ("NIN NYS"), NIN NJJ, LLC, a Delaware limited liability company ("NIN NJJ"), A-1 INTERNATIONAL BROKERS, LLC, a Delaware limited liability company ("A-1 International Brokers"), 1-800 COURIER BROKERS, LLC, a Delaware limited liability company ("1-800 Courier Brokers"), SOUTH FLORIDA BROKERS, LLC, a Delaware limited liability company ("South Florida Brokers"), NIN MLD BROKERS, LLC, a Maryland limited liability company ("NIN MLD Brokers"), NEED IT NOW PARCEL, LLC, a Delaware limited liability company ("Need It Now Parcel"), MIDMILE NJ, LLC, a Delaware limited liability company ("Midmile NJ"), LINEHAUL BROKERS, LLC, a Delaware limited liability company ("Linehaul"), and CENTRAL PA BROKERS, LLC, a Delaware limited liability company ("Central PA Brokers"; and together with NIN NYL, NIN NYS, NIN NJJ, A-1 International Brokers, 1-800 Courier Brokers, South Florida Brokers, NIN MLD Brokers, Need It Now Parcel, NIND, ASAP Logistics, SOS Logistics, NIN Courier, Lucky Logistics, Expressway Courier, Greenwich Logistics, Lexington Logistics, Harrisburg Logistics, Hillside Logistics, FastMile Delivers, WDS Logistics, Central Zone, Retail Logistics, EC/WC, FGO Delivers, Xpedited Delivers, JV Delivers, FGO CA, Show Me Delivers, PYP Delivers, SM Brokerage, Midmile NJ and Linehaul, and each Person hereafter joined to the Credit Agreement (as defined below) as a borrower from time to time, collectively, the "Borrowers"

and each individually, a “Borrower”), NIND HOLDINGS, LLC, a Delaware limited liability company (“Holdings” and together with each Person joined to the Credit Agreement as a guarantor from time to time, collectively, the “Guarantors” and each a “Guarantor” and together with Borrowers, collectively the “Loan Parties” and each a “Loan Party”), have entered into that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of December 23, 2019 with the financial institutions which are now or which thereafter become a party thereto (collectively, the “Lenders” and each individually a “Lender”) and Agent (as amended, restated, supplemented, or replaced from time to time, the “Credit Agreement”), providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Credit Agreement, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by such Grantor’s trademarks, copyrights and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in such Grantor’s entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising (in each case, excluding any Excluded Property):

(i) each trademark, and trademark application listed on Schedule 1 annexed hereto (excluding any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed), which trademarks and trademark applications are registered or applied for in the United States Patent and Trademark Office; each copyright and copyright application listed on Schedule 1 annexed hereto, which copyrights and copyright applications are registered or applied for in the United States Copyright Office; and each patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the “Trademarks”; such copyrights and copyright applications, the “Copyrights”; and such patents and patent applications, the “Patents”), in each case, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Credit Agreement, each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Agent.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications (excluding any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed) that have been registered or applied for in the United States Patent and Trademark Office, the copyrights and copyright applications that have been registered or applied for in the United States Copyright Office, and the issued and pending patents and patent applications as applicable, as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.


6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with the laws of the State of New York.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Credit Agreement pursuant to and in accordance with Article 13 thereof.

[Signatures to appear on following page]


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

NEED IT NOW DELIVERS, LLC
BEE DELIVERS, LLC

By: 
Name: ERIC MATTNER
Title: MANAGER

Accepted and agreed to
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: James Belanger
Title: Vice President


SCHEDULE 1

Trademarks

NEED IT NOW DELIVERS, LLC:

| Federal Registrations and Applications | | | |
|---|----------------------|----------------------------|---------------------------|
| Reg. Number | Serial Number | Word or Design Mark | Owner Name |
| N/A | 88912062 | Final Mile Complete | NEED IT NOW DELIVERS, LLC |

BEE DELIVERS, LLC:

| Federal Registrations and Applications | | | |
|---|----------------------|---|-------------------|
| Reg. Number | Serial Number | Word or Design Mark | Owner Name |
| 2996765 | 76602728 | BEE-LICIOUS | BEE DELIVERS, LLC |
| 2871531 | 78219514 |  | BEE DELIVERS, LLC |

SCHEDULE 1 CONT'D

Copyrights

None.

SCHEDULE 1 CONT'D

Patents

None.