

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BluJay Solutions Inc.		10/01/2021	Corporation: DELAWARE
Raven Logistics Inc.		10/01/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1780072	CLIPPERSHIP	
Registration Number:	2571944		
Registration Number:	3976360	GREENLANES	
Registration Number:	4719875	LEANCONNECT	
Registration Number:	2466627	LEANLOGISTICS	
Registration Number:	3091692	ON-DEMAND TMS	
Registration Number:	2792327	WEBSETTLE	
Registration Number:	6340547	RBOL	
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:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes/ White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1484001-0002-CM65		

CH \$215.00 1780072

NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	01/20/2022
Total Attachments: 5 source=ESCROW - E2Open (BluJay Joinder) - Trademark Security Agreement (Oct-01-21)_(80405412_1)#page1.tif source=ESCROW - E2Open (BluJay Joinder) - Trademark Security Agreement (Oct-01-21)_(80405412_1)#page2.tif source=ESCROW - E2Open (BluJay Joinder) - Trademark Security Agreement (Oct-01-21)_(80405412_1)#page3.tif source=ESCROW - E2Open (BluJay Joinder) - Trademark Security Agreement (Oct-01-21)_(80405412_1)#page4.tif source=ESCROW - E2Open (BluJay Joinder) - Trademark Security Agreement (Oct-01-21)_(80405412_1)#page5.tif	

TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2021 (this “Agreement”), among BLUJAY SOLUTIONS INC., a Delaware corporation (“BluJay”), RAVEN LOGISTICS INC., a Florida corporation (“Raven Logistics” and together with BluJay, the “Grantors”) and GOLDMAN SACHS BANK USA, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Credit Agreement, dated as of February 4, 2021 (as amended by Amendment No. 1 to Credit Agreement dated as of June 18, 2021, as further amended by Amendment No. 2 to Credit Agreement dated as of September 1, 2021, and as the same may be further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among E2OPEN INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), E2OPEN, LLC, a Delaware limited liability company (the “Borrower”), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and GOLDMAN SACHS BANK USA, as the administrative agent, and (b) that certain Collateral Agreement, dated as of February 4, 2021 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and/or as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 1. Grant of Security Interest. 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, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of such Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest

therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 2. Termination. Subject to Section 5.13 of the Collateral Agreement, at such time as (a) the Commitments shall have expired or been terminated and (b) all Secured Obligations, including the principal of and interest on each Loan and all fees, expenses and other amounts (excluding contingent obligations (other than any such obligations in respect of a Letter of Credit) as to which no claim has been made or which are otherwise not due) payable under any Loan Document, any Secured Swap Obligation and any Secured Cash Management Obligation, shall have been paid in full in cash and all Letters of Credit shall have expired or been terminated and all LC Disbursements shall have been fully reimbursed, the security interest granted herein shall terminate and 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 Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section 2 shall be without recourse or warranty by the Collateral Agent or any other Secured Party.

SECTION 3. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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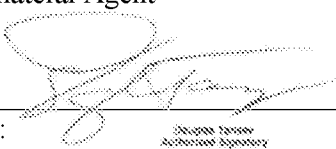
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BLUJAY SOLUTIONS INC.,
a Delaware corporation
RAVEN LOGISTICS, INC.,
a Florida corporation,
each as a Grantor

By: 
Name: Jennifer Grafton
Title: Secretary

[Signature Page to Trademark Security Agreement]

GOLDMAN SACHS BANK USA,
as Collateral Agent


By: 
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

Schedule I

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Expiry	Class	Status	Current Owner of Record
CLIPPERSHIP	USA	74205543 23-SEP-1991	1780072 06-JUL-1993	06-JUL-2023	9	Registered	BluJay Solutions Inc.
Design Only 	USA	75849931 16-NOV-1999	2571944 21-MAY-2002	21-MAY-2022	39	Registered ¹	BluJay Solutions Inc.
GREENLANES	USA	77808191 19-AUG-2009	3976360 14-JUN-2011	14-JUN-2021	35	Lapsed Restorable ²	BluJay Solutions Inc.
LEANCONNECT	USA	86380659 29-AUG-2014	4719875 14-APR-2015	14-APR-2025	35	Registered ³	BluJay Solutions Inc.
LEANLOGISTICS	USA	75850856 16-NOV-1999	2466627 03-JUL-2001	03-JUL-2021	39	Lapsed Restorable ⁴	BluJay Solutions Inc.
ON-DEMAND TMS	USA	78449702 13-JUL-2004	3091692 09-MAY-2006	09-MAY-2026	39	Registered	BluJay Solutions Inc.
WEBSETTLE	USA	76347320 10-DEC-2001	2792327 09-DEC-2003	09-DEC-2023	36	Registered	Leanlogistics, Inc. ⁵ [BlueJay Solutions, Inc.]
RBOL	USA	90160821 04-SEP-2020	6340547 04-MAY-2021	04-MAY-2031	42	Registered	Raven Logistics Inc.

Trademark Applications

None.

¹ Collateral Agent acknowledges that the Grantor intends to abandon the mark.

² Collateral Agent acknowledges that the Grantor intends to abandon the mark.

³ Collateral Agent acknowledges that the Grantor intends to abandon the mark.

⁴ Collateral Agent acknowledges that the Grantor intends to abandon the mark.

⁵ Leanlogistics, Inc., changed its name to BlueJay Solutions Co., which merged into BlueJay Solutions, Inc. Respective filings to be made at USPTO.