

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forager Logistics, LLC		03/02/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1700 Lincoln Street		
Internal Address:	9th Floor		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80274		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6584032		
Registration Number:	6584025	FORAGER	
Registration Number:	6209013	SCOUT BY FORAGER	
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:	714.668.6227		
Email:	johnkline@paulhastings.com		
Correspondent Name:	John Kline		
Address Line 1:	695 Town Center Drive		
Address Line 2:	Seventeenth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	John Kline		
SIGNATURE:	/s/ John Kline		
DATE SIGNED:	03/02/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of March 2, 2022 (this "Agreement"), is entered into by and among FORAGER LOGISTICS, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 7701 Metropolis Drive Building 15 Austin, Texas 78744, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), with offices at 1700 Lincoln Street, 9th Floor, Denver, Colorado 80274.

This Agreement is executed pursuant to the terms of that certain Collateral Agreement, dated as of January 26, 2022 (as the same now exists or may hereafter be amended, restated, amended and restated, modified, supplemented, extended, renewed, or replaced, the "Collateral Agreement"), by and between the Grantor, the Administrative Agent, and the other Additional Grantors from time to time party thereto. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application of the Grantor, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, and all other assets, rights and interests that uniquely reflect or embody such goodwill, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License of the Grantor, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) any breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


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.

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

[SIGNATURE PAGES FOLLOW]

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

FORAGER LOGISTICS, LLC,
as Grantor

By: 
Name: Richard Shields
Title: Chief Financial Officer

Agreed and Accepted as of the
date first written above.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By:

Name:

Title:

Jennifer Daily

Jennifer Daily
Vice President

{Signature Page to Trademark Security Agreement}