

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BERSHTEL ENTERPRISES LLC		03/25/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NewSpring Mezzanine Capital IV, L.P.		
Street Address:	555 East Lancaster Avenue, Third Floor		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3634423	WEPACKITALL	
Registration Number:	3634418	WEPACKITALL	
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:	157931-01005		
NAME OF SUBMITTER:	KAREEM ANSLEY		
SIGNATURE:	/KAREEM ANSLEY/		
DATE SIGNED:	03/25/2022		
Total Attachments: 5			
source=Intellectual Property Security Agreement (NewSpring-WPIA)#page1.tif			
source=Intellectual Property Security Agreement (NewSpring-WPIA)#page2.tif			
source=Intellectual Property Security Agreement (NewSpring-WPIA)#page3.tif			

CH \$65.00 3634423

source=Intellectual Property Security Agreement (NewSpring-WPIA)#page4.tif
source=Intellectual Property Security Agreement (NewSpring-WPIA)#page5.tif

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE “SUBORDINATION AGREEMENT”) DATED AS OF MARCH 25, 2022 AMONG FIRST MERCHANTS BANK (THE “SENIOR LENDER”), NEWSRING MEZZANINE CAPITAL IV, L.P., A DELAWARE LIMITED PARTNERSHIP, AS AGENT FOR THE SUBORDINATED LENDERS (AS DEFINED BELOW) (IN SUCH CAPACITY, THE “SUBORDINATED AGENT”), NEWSRING MEZZANINE CAPITAL IV, L.P., A DELAWARE LIMITED PARTNERSHIP (“NEWSRING MEZZANINE”), NEWSRING MEZZANINE CAPITAL IV PARALLEL, L.P., A DELAWARE LIMITED PARTNERSHIP (“NEWSRING PARALLEL” AND TOGETHER WITH NEWSRING MEZZANINE, COLLECTIVELY, THE “SUBORDINATED LENDERS” AND EACH A “SUBORDINATED LENDER”), WE PACK GROUP HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WE PACK GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BERSHTEL ENTERPRISES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (THE “BORROWER”), TO THE INDEBTEDNESS OWED BY BORROWER TO SENIOR LENDER; AND EACH HOLDER OF THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of March 25, 2022, between the signatory hereto (the “Grantor”) in favor of NewSpring Mezzanine Capital IV, L.P., in its capacity as collateral agent for the Lenders (“Agent”).

RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as of March 25, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Security Agreement), by and among the Grantor, the other grantors party thereto and Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has, as collateral security for the Obligations, granted to Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain intellectual property of the Grantor, and in connection therewith Grantor and Agent have agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is excluded as Collateral pursuant to the terms of the Security Agreement (collectively, the “Intellectual Property Collateral”): all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the

United States registrations of trademarks listed on Schedule 1 attached hereto and made a part hereof, and together with the goodwill connected with the use of and symbolized thereby: (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Security Agreement and the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Loan Agreement, the provisions of the Security Agreement or the Loan Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTOR

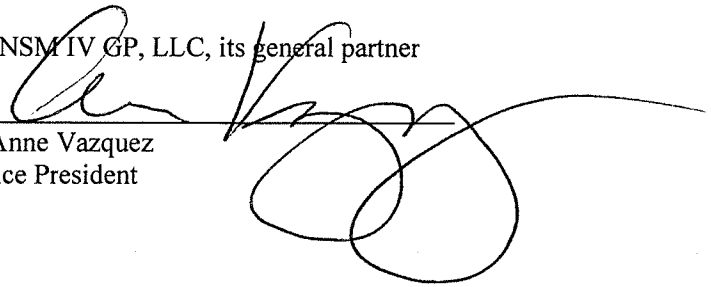
BERSHTEL ENTERPRISES LLC

By: *Carr T. Preston*
Carr T. Preston, Authorized Signatory

NEWSPRING MEZZANINE CAPITAL IV, L.P.,
as Agent

By: NSM IV GP, LLC, its general partner

By: _____
Name: Anne Vazquez
Title: Vice President

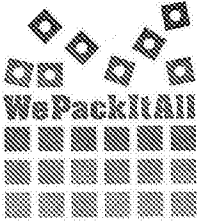
A handwritten signature in black ink, appearing to read 'Anne Vazquez', is written over a horizontal line. The signature is stylized and includes a large, circular flourish at the end.

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007671 FRAME: 0694

Schedule 1

TRADEMARKS

Owner/Applicant	Mark	Registration No.	Registration Date
Bershtel Enterprises LLC	 WEPACKITALL	3634423	6/9/2009
Bershtel Enterprises LLC	WePackItAll WEPACKITALL	3634418	6/9/2009