

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716898

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:	First Merchants Bank		
Street Address:	10333 North Meridian Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	State Chartered Commercial Bank: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3634423	WEPACKITALL	
Registration Number:	3634418	WEPACKITALL	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	OSCAR.RUIZ@KATTEN.COM		
Correspondent Name:	OSCAR RUIZ C/O KATTEN MUCHIN ROSENMAN		
Address Line 1:	525 W. MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	392074-00019		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	03/25/2022		
Total Attachments: 5			
source=IPSA#page1.tif			
source=IPSA#page2.tif			
source=IPSA#page3.tif			

CH \$65.00 3634423

source=IPSA#page4.tif

source=IPSA#page5.tif

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 **First Merchants Bank** (the “Lender”).

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 the Lender; and

WHEREAS, under the terms of the Security Agreement, the Grantor has, as collateral security for the Obligations, granted to the Lender 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 Lender 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 the Lender hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Lender 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 ILLINOIS.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit 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 Credit 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 Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Lender 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

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007671 FRAME: 0853

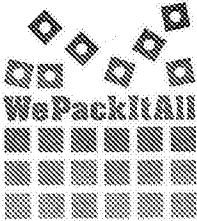
FIRST MERCHANTS BANK,
as Lender

By: David De Craene
Name: David De Craene
Title: VP

[Signature Page to Intellectual Property Security Agreement]

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