

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM721595

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Logistyx Technologies, LLC		04/15/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Bank USA, as Collateral Agent		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6024285	LOGISTYX TECHNOLOGIES	
<b>Registration Number:</b>	5371994	TRANSPORTATION MANAGEMENT EXECUTION	
<b>Registration Number:</b>	4900235	PROFIT FROM RETURNS	
<b>Registration Number:</b>	5228863	TME TRANSPORTATION MANAGEMENT EXECUTION	
<b>Registration Number:</b>	4223938	SHIP-IT	
<b>Registration Number:</b>	4129151	SHIP BETTER. SAVE MONEY.	
<b>Registration Number:</b>	5242174	TME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		
<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>			
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Sydney Crute		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	1484001-0002-CZ49		
<b>NAME OF SUBMITTER:</b>	Sydney Crute		
<b>SIGNATURE:</b>	/Sydney Crute/		

CH \$190.00 6024285

<b>DATE SIGNED:</b>	04/15/2022
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**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT, dated as of April 15, 2022 (this “Agreement”), among Logistyx Technologies, LLC, a Delaware limited liability company (the “Grantor”) 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, 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. The 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, the 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 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. The 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.

**LOGISTYX TECHNOLOGIES, LLC, as  
Grantor**

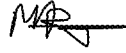
DocuSigned by:  
*Laura L. Fese*  
By: \_\_\_\_\_  
Name: Laura L. Fese  
Title: Vice President and Secretary

*[Signature Pages Continue]*

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 007693 FRAME: 0453**

**GOLDMAN SACHS BANK USA, as  
Collateral Agent**



By: \_\_\_\_\_

Name: Maria Riaz

Title: Authorized Signatory

Schedule I

**TRADEMARKS**

Trademark Registrations

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Expiry/Renewal Deadline	Class	Status	Current Owner of Record
LOGISTYX TECHNOLOGIES	USA	88653367  October 14, 2019	6024285  March 31, 2020	Sep. 30, 2026	IC 035	Active	Logistyx Technologies, LLC
TRANSPORTATIO N MANAGEMENT EXECUTION	USA	87562413  August 9, 2017	5371994  January 2, 2018	Jul. 02, 2024	IC 035	Active	Logistyx Technologies, LLC
PROFIT FROM RETURNS	USA	86411684  October 1, 2014	4900235  February 16, 2016	Aug. 16, 2022	IC 035	Active	Logistyx Technologies, LLC
TME TRANSPORTATIO N MANAGEMENT EXECUTION	USA	86792578  October 19, 2015	5228863  June 20, 2017	Dec. 20, 2023	IC 035	Active	Logistyx Technologies, LLC
SHIP-IT	USA	85113705  August 23, 2010	4223938  October 16, 2012	Apr. 17, 2023	IC 009	Active	Logistyx Technologies, LLC
SHIP BETTER. SAVE MONEY	USA	77923900	4129151	Oct. 17, 2022	IC 035	Active	Logistyx Technologies, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Expiry/Renewal Deadline	Class	Status	Current Owner of Record
		January 29, 2010	April 17, 2012				
TME	USA	86792580  October 19, 2015	5242174  July 11, 2017	Jan. 11, 2024	IC 035	Active	Logistyx Technologies, LLC

Trademark Applications

None.