

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735612

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900692626		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VORTO, LLC		05/05/2022	Limited Liability Company: DELAWARE
VORTO OPERATIONS HOLDINGS, INC.		05/05/2022	Corporation: DELAWARE
LOHI LOGISTICS HOLDINGS, LLC		05/05/2022	Limited Liability Company: DELAWARE
FIFTH FLOOR FREIGHT HOLDINGS, LLC		05/05/2022	Limited Liability Company: DELAWARE
CLARKSBURG FREIGHT HOLDINGS, LLC		05/05/2022	Limited Liability Company: DELAWARE
SNOWSHOE MOUNTAIN FREIGHT HOLDINGS, LLC		05/05/2022	Limited Liability Company: DELAWARE
CANDLESTICK FREIGHT HOLDINGS, LLC		05/05/2022	Limited Liability Company: DELAWARE
CANARY FREIGHT HOLDINGS, LLC		05/05/2022	Limited Liability Company: DELAWARE
LOHI ASSET LEASING MARKETPLACE, LLC		05/05/2022	Limited Liability Company: DELAWARE
TRUCK FUEL FINANCE, LLC		05/05/2022	Limited Liability Company: DELAWARE
VORTO OPERATIONS, LLC		05/05/2022	Limited Liability Company: DELAWARE
LOHI LOGISTICS, LLC		05/05/2022	Limited Liability Company: DELAWARE
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CANDLESTICK FREIGHT, LLC		05/05/2022	Limited Liability Company: DELAWARE
CANARY FREIGHT, LLC		05/05/2022	Limited Liability Company: DELAWARE
ALM MAINTENANCE, LLC		05/05/2022	Limited Liability Company: DELAWARE

TRADEMARK

Name	Formerly	Execution Date	Entity Type
VORTO TECHNOLOGIES, LLC		05/05/2022	Limited Liability Company: DELAWARE
5F TRANSPORTATION, LLC		05/05/2022	Limited Liability Company: DELAWARE
5F LOGISTICS, LLC		05/05/2022	Limited Liability Company: DELAWARE
5F Tours, LLC		05/05/2022	Limited Liability Company: DELAWARE
5F BROKERAGE HOLDINGS, LLC		05/05/2022	Limited Liability Company: DELAWARE
5F BROKERAGE, LLC		05/05/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	6598562	VORTO
Registration Number:	6027525	LAST MILE MADE SIMPLE
Registration Number:	5904152	SANDI
Registration Number:	5256753	SHALEAPPS
Registration Number:	5251618	
Registration Number:	5256517	SHALEAPPS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1680510 TM

NAME OF SUBMITTER:	Diane Giacomozzi
SIGNATURE:	/Diane Giacomozzi/
DATE SIGNED:	06/17/2022
Total Attachments: 13 source=(Execution_Copy)_IPSA_-_Vorto#page1.tif source=(Execution_Copy)_IPSA_-_Vorto#page2.tif source=(Execution_Copy)_IPSA_-_Vorto#page3.tif source=(Execution_Copy)_IPSA_-_Vorto#page4.tif source=(Execution_Copy)_IPSA_-_Vorto#page5.tif source=(Execution_Copy)_IPSA_-_Vorto#page6.tif source=(Execution_Copy)_IPSA_-_Vorto#page7.tif source=(Execution_Copy)_IPSA_-_Vorto#page8.tif source=(Execution_Copy)_IPSA_-_Vorto#page9.tif source=(Execution_Copy)_IPSA_-_Vorto#page10.tif source=(Execution_Copy)_IPSA_-_Vorto#page11.tif source=(Execution_Copy)_IPSA_-_Vorto#page12.tif source=(Execution_Copy)_IPSA_-_Vorto#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of May 5, 2022 by and among (a) **SILICON VALLEY BANK**, a California corporation (“Bank”) and (b) (i) **VORTO, LLC**, a Delaware limited liability company, (ii) **VORTO OPERATIONS HOLDINGS, INC.**, a Delaware corporation (“Vorto Holdings”), (iii) **LOHI LOGISTICS HOLDINGS, LLC**, a Delaware limited liability company (“LoHi Holdings”), (iv) **FIFTH FLOOR FREIGHT HOLDINGS, LLC**, a Delaware limited liability company (“Fifth Holdings”), (v) **CLARKSBURG FREIGHT HOLDINGS, LLC**, a Delaware limited liability company (“Clarksburg Holdings”), (vi) **SNOWSHOE MOUNTAIN FREIGHT HOLDINGS, LLC**, a Delaware limited liability company (“Snowshoe Holdings”), (vii) **CANDLESTICK FREIGHT HOLDINGS, LLC**, a Delaware limited liability company (“Candlestick Holdings”), (viii) **CANARY FREIGHT HOLDINGS, LLC**, a Delaware limited liability company (“Canary Holdings”), (ix) **LOHI ASSET LEASING MARKETPLACE, LLC**, a Delaware limited liability company (“LoHi Marketplace”), (x) **TRUCK FUEL FINANCE, LLC**, a Delaware limited liability company (“Truck Fuel”), (xi) **VORTO OPERATIONS, LLC**, a Delaware limited liability company (“Vorto Operations”), (xii) **LOHI LOGISTICS, LLC**, a Delaware limited liability company (“LoHi”), (xiii) **FIFTH FLOOR FREIGHT, LLC**, a Delaware limited liability company (“Fifth Floor”), (xiv) **CLARKSBURG FREIGHT, LLC**, a Delaware limited liability company (“Clarksburg Freight”), (xv) **SNOWSHOE MOUNTAIN FREIGHT, LLC**, a Delaware limited liability company (“Snowshoe Freight”), (xvi) **CANDLESTICK FREIGHT, LLC**, a Delaware limited liability company (“Candlestick Freight”), (xvii) **CANARY FREIGHT, LLC**, a Delaware limited liability company (“Canary Freight”), (xviii) **ALM MAINTENANCE, LLC**, a Delaware limited liability company (“ALM”), (xix) **VORTO TECHNOLOGIES, LLC**, a Delaware limited liability company (“Technologies”), (xx) **5F TRANSPORTATION, LLC**, a Delaware limited liability company (“Transportation”), (xxi) **5F LOGISTICS, LLC**, a Delaware limited liability company (“Logistics”), (xxii) **5F TOURS, LLC**, a Delaware limited liability company (“Tours”), (xxiii) **5F BROKERAGE HOLDINGS, LLC**, a Delaware limited liability company (“Brokerage Holdings”) and (xxiv) **5F BROKERAGE, LLC**, a Delaware limited liability company (“Brokerage”) (Vorto, Vorto Holdings, LoHi Holdings, Fifth Holdings, Clarksburg Holdings, Snowshoe Holdings, Candlestick Holdings, Canary Holdings, LoHi Marketplace, Truck Fuel, Vorto Operations, Fifth Floor, Clarksburg Freight, LoHi, Snowshoe Freight, Candlestick Freight, Canary Freight, ALM, Technologies, Transportation, Logistics, Brokerage Holdings, Brokerage and Tours are individually and collectively, jointly and severally, the “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of May 5, 2022 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor

shall grant to Bank a security interest in certain of its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank under the Loan Agreement. In the event of a conflict between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure payment and performance in full of all of the Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property included in the Collateral as defined in the Loan Agreement (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in software or technology now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications, divisionals, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use Trademark applications for which a “Statement of Use” or an “Amendment to Allege Use”, as applicable, has not been filed and accepted with the United States Patent and Trademark Office, and any other Intellectual Property to the extent the grant of a Lien on or security interest in such Intellectual Property would result in the cancellation or voiding of such Intellectual Property.

2. Recordation. Grantor authorizes the U.S. Commissioner for Patents, the U.S. Commissioner for Trademarks and the U.S. Register of Copyrights and any other U.S. government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in 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 to 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.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

8. Termination. This Agreement shall automatically terminate and the security interest in the Intellectual Property Collateral shall be released upon the payment and performance of all loans under the Loan Agreement. Upon the termination of this Agreement, the Bank shall execute all documents, make all filings, take all other actions reasonably requested by Grantor to evidence and record the release of the security interests in the Intellectual Property Collateral granted herein.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

VORTO, LLC

DocuSigned by:
By: *Daniel Huang*
3700C9E6D6F1458...

Name: Daniel Huang

Title: Vice President, Chief Financial Officer and Treasurer

VORTO OPERATIONS HOLDINGS, INC.

DocuSigned by:
By: *Daniel Huang*
3700C9E6D6F1458...

Name: Daniel Huang

Title: Vice President, Chief Financial Officer and Treasurer

LOHI LOGISTICS HOLDINGS, LLC

DocuSigned by:
By: *Wayne Brookshire*
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Name: Wayne Brookshire

Title: Vice President and Secretary

FIFTH FLOOR FREIGHT HOLDINGS, LLC

DocuSigned by:
By: *Wayne Brookshire*
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Name: Wayne Brookshire

Title: Vice President and Secretary

CLARKSBURG FREIGHT HOLDINGS, LLC

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SNOWSHOE MOUNTAIN FREIGHT HOLDINGS, LLC

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CANARY FREIGHT HOLDINGS, LLC

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LOHI ASSET LEASING MARKETPLACE, LLC

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By: Wayne Brookshire
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Name: Wayne Brookshire

Title: Vice President and Secretary

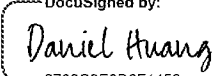
TRUCK FUEL FINANCE, LLC

DocuSigned by:
By: Wayne Brookshire
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Name: Wayne Brookshire

Title: Vice President and Secretary

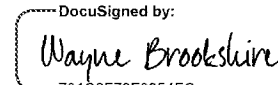
VORTO OPERATIONS, LLC

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Name: Daniel Huang

Title: Vice President, Chief Financial Officer and Treasurer

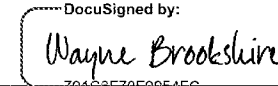
LOHI LOGISTICS, LLC

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By:  Wayne Brookshire
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Name: Wayne Brookshire

Title: Vice President and Secretary

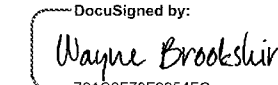
FIFTH FLOOR FREIGHT, LLC

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Name: Wayne Brookshire

Title: Vice President and Secretary

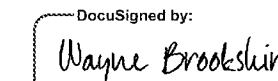
CLARKSBURG FREIGHT, LLC

DocuSigned by:
By:  Wayne Brookshire
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Name: Wayne Brookshire

Title: Vice President and Secretary

SNOWSHOE MOUNTAIN FREIGHT, LLC

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Name: Wayne Brookshire

Title: Vice President and Secretary

CANDLESTICK FREIGHT, LLC

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Name: Wayne Brookshire

Title: Vice President and Secretary

CANARY FREIGHT, LLC

DocuSigned by:
By: Wayne Brookshire
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Name: Wayne Brookshire

Title: Vice President and Secretary

ALM MAINTENANCE, LLC

DocuSigned by:
By: Benjamin Angotti
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Name: Benjamin Angotti

Title: Vice President and Secretary

5F TOURS, LLC

DocuSigned by:
By: Benjamin Angotti
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Name: Benjamin Angotti

Title: President

VORTO TECHNOLOGIES, LLC

DocuSigned by:
By: Benjamin Angotti
54E1AAB2D99A4C0...

Name: Benjamin Angotti

Title: President

5F TRANSPORTATION, LLC

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By: Benjamin Angotti
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Name: Benjamin Angotti

Title: President

5F LOGISTICS, LLC

DocuSigned by:
By: Benjamin Angotti
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Name: Benjamin Angotti

Title: President

5F BROKERAGE HOLDINGS, LLC

DocuSigned by:
By: Benjamin Angotti
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Name: Benjamin Angotti

Title: President

5F BROKERAGE, LLC

DocuSigned by:
By: Benjamin Angotti
54E1AAB2D89A4C0...

Name: Benjamin Angotti

Title: President

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: Danny Harrison
B875782B6AB246B...

Name: Danny Harrison

Title: Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title	Application Number	Filing Date	Patent Number	Issue Date	Status	Owner
SYSTEM AND METHOD FOR INCIDENT REPORTING AND NOTIFICATION	14/950,176	11/24/2015	10,095,998	10/09/2018	Issued	Vorto Technologies, LLC
SYSTEM, METHOD AND APPARATUS FOR VERIFYING GROUNDWIRE CONNECTIONS ON A VEHICLE	14/559,143	12/03/2014	9,776,850	10/03/2017	Issued	Vorto Technologies, LLC
RESOURCE TRANSPORTATION SYSTEMS AND METHODS	16/385,596	4/16/2019	—	—	Pending	Vorto Technologies, LLC
TRANSPORTATION LOGISTICS SYSTEMS AND METHODS	63/333026	4/20/2022	—	—	Pending	Vorto Technologies, LLC

EXHIBIT C

Trademarks

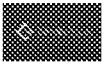

Trademark	Database	Application Number	Registration Number	Application Date	Registration Date	Status	Owner
VORTO	U.S. Federal	88847391	6598562	3/25/2020	12/21/2021	Registered	Vorto Technologies, LLC
LAST MILE MADE SIMPLE	U.S. Federal	88594110	6027525	8/27/2019	4/7/2020	Registered	Vorto Technologies, LLC
SANDI	U.S. Federal	87893487	5904152	4/25/2018	11/5/2019	Registered	Vorto Technologies, LLC
 SHALEAPPS	U.S. Federal	86610377	5256753	4/27/2015	8/1/2017	Registered	Vorto Technologies, LLC
 Design Only	U.S. Federal	86610401	5251618	4/27/2015	7/25/2017	Registered	Vorto Technologies, LLC
SHALEAPPS	U.S. Federal	86091657	5256517	10/15/2013	8/1/2017	Registered	Vorto Technologies, LLC

EXHIBIT D

Mask Works

None.