

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RunBuggy OMI, Inc.		07/21/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	504 Lavaca St, Suite 1100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5354937	RUNBUGGY	
Serial Number:	97448382	HITCH	
Serial Number:	97448387	RUNBUGGY	
Serial Number:	97448390	RB	
Serial Number:	97448393	RUNBUGGYONE	
Serial Number:	97448396	RUNBUGGYONE	
CORRESPONDENCE DATA			
Fax Number:	2125046666		
<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:	212-504-6000		
Email:	jennifer.chick@cwt.com		
Correspondent Name:	Cadwalader, Wickersham & Taft LLP		
Address Line 1:	200 Liberty Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	90717.308		
NAME OF SUBMITTER:	Jennifer A. Chick		
SIGNATURE:	/Jennifer A. Chick/		
DATE SIGNED:	07/28/2022		

CH \$165.00 5354937

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the Effective Date by and between SILICON VALLEY BANK (“Bank”) and RUNBUGGY OMI, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 the Effective Date (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 Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 (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 or authorship and derivative work thereof, 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 computer software and computer software products 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 and like protections including, without limitation, improvements, divisions, 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 and any patents and patent applications claiming the priority benefit of 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 or similar rights 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, extensions, 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other 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).

[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:

RUNBUGGY OMI, INC.

DocuSigned by:

Kevin Malik

By: Kevin Malik

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:

William Sealy


By: William Sealy


Title: Vice President

EXHIBIT C


Trademarks

Country	Trademark	Reg./ Serial No.	Reg. / Filing Date	Status	Class/Services/Goods	Owner
U.S	RUNBUGGY	5,354,937	Dec. 12, 2017	Registered	009: Computer software platforms for coordinating auto transportation services, namely, software for electronic message alerts featuring leads, optimal matches, and matching posts for auto transportation services, scheduling, namely, connecting auto transportation providers with dealers, auctions and groups needing auto transportation, the arrangement and booking of auto transportation	RunBuggy OMI, Inc.
U.S	HITCH	97/448,382	June 8, 2022	Pending; before examination	009: Computer software platforms for coordinating auto transportation services, namely, software for electronic message alerts featuring leads, optimal matches, and matching posts for auto transportation services, scheduling, namely, connecting auto transportation providers with dealers, auctions and groups needing auto transportation, the arrangement and booking of auto transportation 042: Providing online non-downloadable cloud-based software for auto	RunBuggy OMI, Inc.

Country	Trademark	Reg./ Serial No.	Reg. / Filing Date	Status	Class/Services/Goods	Owner
					transportation services; providing temporary use of online, non-downloadable enterprise software for auto transport services; providing a website featuring non-downloadable software for auto transportation services; providing temporary use of non-downloadable computer software for tracking freight over computer networks, intranets and the internet; providing a mobile application featuring non-downloadable software for auto transportation services	
U.S		97/448,387	June 8, 2022	Pending; before examination	009: Computer software platforms for coordinating auto transportation services, namely, software for electronic message alerts featuring leads, optimal matches, and matching posts for auto transportation services, scheduling, namely, connecting auto transportation providers with dealers, auctions and groups needing auto transportation, the arrangement and booking of auto transportation 042: Providing online non-downloadable cloud-based software for auto transportation services; providing temporary use of online, non-downloadable	RunBuggy OMI, Inc.

Country	Trademark	Reg./ Serial No.	Reg. / Filing Date	Status	Class/Services/Goods	Owner
					enterprise software for auto transport services; providing a website featuring non-downloadable software for auto transportation services; providing temporary use of non-downloadable computer software for tracking freight over computer networks, intranets and the internet; providing a mobile application featuring non-downloadable software for auto transportation services	
U.S		97/448,390	June 8, 2022	Pending; before examination	009: Computer software platforms for coordinating auto transportation services, namely, software for electronic message alerts featuring leads, optimal matches, and matching posts for auto transportation services, scheduling, namely, connecting auto transportation providers with dealers, auctions and groups needing auto transportation, the arrangement and booking of auto transportation 042: Providing online non-downloadable cloud-based software for auto transportation services; providing temporary use of online, non-downloadable enterprise software for auto transport services;	RunBuggy OMI, Inc.

Country	Trademark	Reg./ Serial No.	Reg. / Filing Date	Status	Class/Services/Goods	Owner
					providing a website featuring non-downloadable software for auto transportation services; providing temporary use of non-downloadable computer software for tracking freight over computer networks, intranets and the internet; providing a mobile application featuring non-downloadable software for auto transportation services	
U.S	RUNBUGGYONE	97/448,393	June 8, 2022	Pending; before examination	<p>009: Computer software platforms for coordinating auto transportation services, namely, software for electronic message alerts featuring leads, optimal matches, and matching posts for auto transportation services, scheduling, namely, connecting auto transportation providers with dealers, auctions and groups needing auto transportation, the arrangement and booking of auto transportation</p> <p>042: Providing online non-downloadable cloud-based software for auto transportation services; providing temporary use of online, non-downloadable enterprise software for auto transport services; providing a website featuring non-</p>	RunBuggy OMI, Inc.

Country	Trademark	Reg./ Serial No.	Reg. / Filing Date	Status	Class/Services/Goods	Owner
					downloadable software for auto transportation services; providing temporary use of non-downloadable computer software for tracking freight over computer networks, intranets and the internet; providing a mobile application featuring non-downloadable software for auto transportation services	
U.S		97/448,396	June 8, 2022	Pending; before examination	<p>009: Computer software platforms for coordinating auto transportation services, namely, software for electronic message alerts featuring leads, optimal matches, and matching posts for auto transportation services, scheduling, namely, connecting auto transportation providers with dealers, auctions and groups needing auto transportation, the arrangement and booking of auto transportation</p> <p>042: Providing online non-downloadable cloud-based software for auto transportation services; providing temporary use of online, non-downloadable enterprise software for auto transport services; providing a website featuring non-downloadable software for auto transportation</p>	RunBuggy OMI, Inc.

Country	Trademark	Reg./ Serial No.	Reg. / Filing Date	Status	Class/Services/Goods	Owner
					services; providing temporary use of non-downloadable computer software for tracking freight over computer networks, intranets and the internet; providing a mobile application featuring non-downloadable software for auto transportation services	