

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM744617

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Smart Warehousing, LLC		07/18/2022	Limited Liability Company: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UMB Bank, n.a.		
<b>Street Address:</b>	333 S. Grand Ave., Suite 2200		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5639124	BRINGING THE SUPPLY CHAIN TO LIFE	
<b>Registration Number:</b>	5517399	SWIMS	
<b>Registration Number:</b>	4775110	SMART WAREHOUSING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2134432926		
<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>Phone:</b>	213-617-5493		
<b>Email:</b>	jcravitz@sheppardmullin.com		
<b>Correspondent Name:</b>	Sheppard, Mullin, Richter & Hampton LLP		
<b>Address Line 1:</b>	333 S. Hope St., 43rd Floor		
<b>Address Line 2:</b>	Attn: J. Cravitz		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	13EB-358786		
<b>NAME OF SUBMITTER:</b>	Julie Cravitz		
<b>SIGNATURE:</b>	/julie cravitz/		
<b>DATE SIGNED:</b>	07/29/2022		
<b>Total Attachments: 10</b> source=Smart Warehousing - IPSA#page1.tif			

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "IP Security Agreement") is made as of July 18, 2022, between **SMART WAREHOUSING, LLC**, a Kansas limited liability company ("Grantor") and **UMB BANK, N.A.** (together with its successors and assigns, the "Lender"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

**RECITALS**

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated as of the date herewith, between Grantor and Lender (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed, subject to the terms and conditions set forth therein, to make certain Loans to Grantor;

**WHEREAS**, it is a condition precedent to the obligation of Lender to execute and perform under the Loan Agreement that Grantor executes and delivers this IP Security Agreement to Lender; and

**NOW, THEREFORE**, in consideration of the willingness of Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to continue to make the loans to Grantor pursuant to the Loan Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure all of Grantor's Obligations under the Loan Agreement, Grantor hereby grants to Lender a continuing security interest in all of the right, title and interest of Grantor in and to all Intellectual Property rights held by Grantor, including without limitation, the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such intellectual property and any Excluded Property (the "IP Collateral");

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S. and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances, continuations, continuations in-part and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Lender in the IP Collateral.

3. [Intentionally Omitted.]

4. After-acquired IP Collateral. If, prior to the termination of the security interests granted herein pursuant to the terms hereof, Grantor shall obtain any right, title or interest in or to any other or new Copyrights, Patents or Trademarks (including any new applications relating to existing unregistered Copyrights, Patents or Trademarks), or become entitled to the benefit of any other or new Copyrights, Patents or Trademarks, the provisions of this IP Security Agreement shall automatically apply thereto and Grantor shall give notice thereof in writing to Lender within thirty (30) days after the end of each fiscal quarter of Grantor during the term of this IP Security Agreement during which such IP Collateral was initiated or obtained and execute and deliver to Lender such documents or instruments as Lender may reasonably request further to implement, preserve or evidence Lender's interest therein.

5. Power of Attorney. Grantor hereby irrevocably grants to Lender a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument that Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Lender without first obtaining any Grantor's approval thereof or signature thereto), but after providing notice to Grantor, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Lender without first obtaining Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Copyright Office, the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Lender will not take any actions which result in an assignment or

transfer of title of such IP Collateral to Lender. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the IP Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender in its reasonable discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all Grantor's Obligations secured hereby unconditionally and indefeasibly and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Lender (at Grantor's request and sole expense) will promptly execute and deliver to Grantor (with such customary representations and warranties from a secured Lender releasing its lien as Grantor may reasonably request) such documents as Grantor may reasonably request and as are provided to Lender to evidence such termination.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Agreement. The rights and remedies of Grantor and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the Loan Documents, the provisions of the Loan Agreement or the Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) Grantor shall be permitted to control and manage the IP Collateral, including the right to exclude others from using the IP Collateral, in the same manner and with the same effect as if this IP Security Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

8. Governing Law; Venue.

(a) THIS IP SECURITY AGREEMENT, THE INTERPRETATION AND CONSTRUCTION OF THIS IP SECURITY AGREEMENT AND OF ANY PROVISION OF THIS IP SECURITY AGREEMENT AND OF ANY ISSUE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA NOT INCLUDING CONFLICTS OF LAWS RULES.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA OR OF THE UNITED STATES OF AMERICA FOR THE CENTRAL DISTRICT OF CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS IP SECURITY AGREEMENT, EACH OF GRANTOR AND LENDER CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF GRANTOR AND LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO VENUE ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION. NOTWITHSTANDING THE FOREGOING, LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO EXERCISE REMEDIES WITH RESPECT TO THE COLLATERAL.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTOR:**

**SMART WAREHOUSING, LLC,**  
a Kansas limited liability company

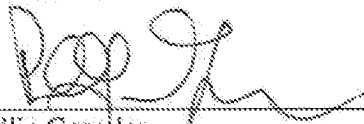
By:   
Name: Anna Hockey  
Title: Chief Financial Officer

[Signatures continued on following page]

*[Signature Page to Intellectual Property Security Agreement]*

LENDER:

UMB BANK, N.A.



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

Name: Phillip Goessler

Title: Senior Vice President

*[Signature Page to Intellectual Property Security Agreement]*



**SCHEDULE A**

**COPYRIGHT COLLATERAL**

Registered Copyrights

None.

Copyright Applications

None.

Unregistered Copyrights

None.

**SCHEDULE B**

**PATENT COLLATERAL**

Registered Patents

None.

Patent Applications

None.

Unregistered Patents

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

Title	Country	Registration Number	Registration Date	Type of Work	Owner
BRINGING THE SUPPLY CHAIN TO LIFE	United States	5639124	12/25/2018	Service Mark	Smart Warehousing, LLC
SWIMS	United States	5517399	07/17/2018	Service Mark	Smart Warehousing, LLC
SMART WAREHOUSING	United States	4775110	07/21/2015	Service Mark	Smart Warehousing, LLC

Trademark Applications

None.

Unregistered Trademarks

None.

**SCHEDULE D**

**DOMAIN NAMES**

ACCURACYPRONE.COM  
CLUSTERWAREHOUSING.COM  
CLUSTERWAREHOUSING.NET  
CUSTOMIZEDWAREHOUSING.COM  
CUSTOMWAREHOUSING.COM  
GOSPIDERWEB.BIZ  
GOSPIDERWEB.COM  
GOSPIDERWEB.INFO  
GOSPIDERWEB.NAME  
GOSPIDERWEB.NET  
GOSPIDERWEB.ORG  
GOSPIDERWEB.US  
MYSMARTKIT.COM  
MYSMARTKIT.NET  
NEWRCO.COM  
RAILWAREHOUSE.COM  
REALSMARTTEAM.COM  
SMART-REPLENISHMENT.COM  
SMART1SECURE.COM  
SMARTACCURACY.COM  
SMARTFROZEN.COM  
SMARTREPLENISHMENT.COM  
SMARTREPLENISHMENT.NET  
SMARTWAREHOUSE SOLUTIONS.COM  
SMARTWUBBLES.COM  
SWBUSDEV.COM  
SWIVELSMART.COM  
YOUSEEALL.COM

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