

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fulfil Solutions, Inc.		07/29/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., as agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90736032	FULFIL SOLUTIONS	
Serial Number:	90736028	FF	
Serial Number:	90736020	FULFIL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	lblakely@gcalaw.com		
Correspondent Name:	Laura Blakely		
Address Line 1:	2570 W. El Camino Real, Suite 400		
Address Line 4:	Mountain View, CALIFORNIA 94040		
NAME OF SUBMITTER:	Laura Blakely		
SIGNATURE:	/Laura Blakely/		
DATE SIGNED:	08/10/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 29, 2022 by and between FULFIL SOLUTIONS, INC., a Delaware corporation (“Grantor”) and HERCULES CAPITAL, INC., a Maryland corporation (“Agent”), in its capacity as administrative agent for itself and for certain lender parties (collectively referred to as “Lender”) to that certain Loan and Security Agreement (as amended or supplemented from time to time, the “Loan Agreement”) made concurrently herewith among Agent, Lender, and Grantor.

RECITALS

A. Lender 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 the Loan Agreement; capitalized terms used herein are used as defined in the Loan Agreement.

B. Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent on behalf of Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent on behalf of Lender 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 and all other agreements now existing or hereafter arising between Grantor, Agent and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and the other Loan Documents now existing or hereafter arising between Agent, Lender and Grantor, Grantor grants and pledges to Agent on behalf of Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, “Intellectual Property Collateral”).

This security interest is granted in conjunction with the security interest granted to Agent on behalf of Lender under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent on behalf of Lender as a matter of law or equity. Each right, power and remedy of Agent on behalf of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent on behalf of Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other

Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor authorizes Agent 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.

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:

Address of Grantor:

901 Shasta Street
Redwood City, CA 94063
Attn: CEO, CFO

Fulfil Solutions, Inc.

By: _____



Name Mir Aamir

Title Chief Executive Officer

AGENT:

Address of Agent:

400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Legal Department

Hercules Capital, Inc.

Zhuo Huang, Associate General Counsel

Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor authorizes Agent 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.

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GRANTOR:

Address of Grantor:

901 Shasta Street
Redwood City, CA 94063
Attn: CEO, CFO

Fulfil Solutions, Inc.

By: _____

Name Mir Aamir

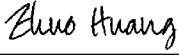
Title: Chief Executive Officer

AGENT:

Address of Agent:

400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Legal Department

Hercules Capital, Inc.

DocuSigned by:


2819987684A0411
Zhuo Huang, Associate General Counsel

Exhibit A
COPYRIGHTS

Description	Registration Number	Registration Date
N/A		

Exhibit B

PATENTS

Issued Patents

<u>Description</u>	<u>Registration OR Serial Number</u>	<u>Registration OR Filing Date</u>
Systems and methods for handling and dispensing of items	11,273,938	03/15/2022
Systems and methods for handling and dispensing of items	11,180,269	11/23/2021
Product handling and packaging system	10,988,269	04/27/2021
Systems and methods for handling and dispensing of items	10,730,698	04/04/2020
Product handling and packaging system	10,703,521	07/07/2020
Product handling and packaging system	10,543,942	01/28/2020

Patent Applications

<u>Description</u>	<u>Publication Number</u>	<u>Filing Date</u>
SYSTEMS AND METHODS FOR HANDLING AND DISPENSING OF ITEMS	20210339897	11/04/2021
SYSTEMS AND METHODS FOR HANDLING AND DISPENSING OF ITEMS	20210171228	06/10/2021
PRODUCT HANDLING AND PACKAGING SYSTEM	20200331645	10/22/2020
SYSTEMS AND METHODS FOR HANDLING AND DISPENSING OF ITEMS	20200270066	08/27/2020
SYSTEMS AND METHODS FOR HANDLING AND DISPENSING OF ITEMS	20200270060	08/27/2020
PRODUCT HANDLING AND PACKAGING SYSTEM	20200087010	03/19/2020
PRODUCT HANDLING AND PACKAGING SYSTEM	20190276176	09/12/2019
PRODUCT HANDLING AND PACKAGING SYSTEM	20190152634	05/23/2019

Exhibit C
TRADEMARKS

Description	Registration/ Application Number	Filing Date
FULFIL SOLUTIONS (service mark)	90736032	05/26/2021
FF (service mark)	90736028	05/26/2021
FULFIL (service mark)	90736020	05/26/2021