

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zipline Logistics LLC		09/19/2022	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5179612	KANOPI	
Registration Number:	5194402		
Registration Number:	3484185		
Registration Number:	5265856		
Registration Number:	5108671	ZIPLINE	
Registration Number:	3476336	ZIPLINE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	09/19/2022		

CH \$165.00 5179612

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2022, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Twin Brook Capital Partners, LLC, as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 19, 2022 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among, *inter alias*, Zipline Logistics Acquisition, LLC, a Delaware limited liability company (the "Initial Borrower"), Grantor, the financial institutions from time to time party thereto (the "Lenders"), and Agent, the Lenders have agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Guarantee and Collateral Agreement, dated as of September 19, 2022 (as amended, restated supplemented or otherwise modified, the "Collateral Agreement"), in favor of Agent, that it is liable for the Secured Obligations (as defined in the Collateral Agreement); and

WHEREAS, the Grantor is party to the Collateral Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent, for the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, and grants to Agent, for the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"), to the extent not constituting Excluded Property:

- (a) all of its United States registered and applied for Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Collateral Agreement and any provision of this Trademark Security Agreement, the provisions of the Collateral Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, in its sole discretion, in connection with its Trademarks and material Trademark Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Collateral Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.


Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has set his hand hereto as of the date first above written.

ZIPLINE LOGISTICS LLC

By:

A handwritten signature in cursive script, appearing to read "Dan Petronella", written over a horizontal line.

Name: Dan Petronella

Title: Chief Financial Officer




ACCEPTED AND AGREED
as of the date first above written:

TWIN BROOK CAPITAL PARTNERS, LLC
as Agent

By:  _____
Name: Kim Trick
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner of Record	Country	Mark	Filing Date	Reg. No.	Registration Date
ZipLine Logistics LLC	United States of America	KANOPI	5/11/2016	5179612	4/11/2017
ZipLine Logistics LLC	United States of America		5/10/2016	5194402	5/2/2017
ZipLine Logistics LLC	United States of America		1/3/2008	3484185	8/12/2008
ZipLine Logistics LLC	United States of America		1/23/2017	5265856	8/15/2017
ZipLine Logistics LLC	United States of America	ZIPLINE	5/10/2016	5108671	12/27/2016
ZipLine Logistics LLC	United States of America	ZIPLINE	12/27/2007	3476336	7/29/2008