

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DI EXPRESS, LLC		09/30/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4391560	ACC MED+LOGISTICS	
Registration Number:	3227878	ACC DELIVERS	
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>			
Phone:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	10/01/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 30, 2022 by and between **DI OVERNITE, LLC**, a Nevada limited liability company ("**DI Overnite**"), **DI LOGISTICS, LLC**, a California limited liability company ("**DI Logistics**"), **DI OVERNITE INVESTMENTS LLC**, a Delaware limited liability company ("**DI Investments**"), **DI Express, LLC**, a California limited liability company and successor in interest to All Counties Courier, Inc., a California corporation ("**DI Express**"), and **AVIDBANK**, a California corporation ("**Bank**"). **DI Investments**, **DI Overnite**, **DI Logistics** and **DI Express** are each also referred to herein as a "**Grantor**" and together, as the "**Grantors**".

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Fusion Loan and Security Agreement by and between Bank and Grantors dated as of even date herewith and as amended from time to time (the "**Loan Agreement**"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantors, but only upon the condition, among others, that Grantors grant to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors' obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor's right, title and interest in such Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which any Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantors hereby authorize Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which a 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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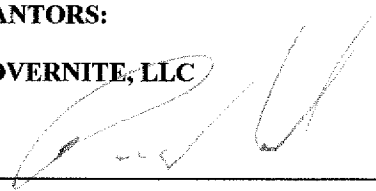
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantors:

c/o DI Overnite LLC
1900 S. State College Blvd
Anaheim, CA 92806
Attn: Joe Varraveto – CFO

GRANTORS:

DI OVERNITE, LLC

By:  _____

Print Name: Phil Nabal

Title: CEO

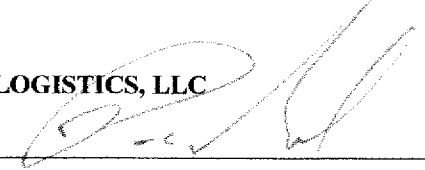
DI EXPRESS, LLC

By:  _____

Print Name: JOSEPH VARRAVETO

Title: Chief Financial Officer

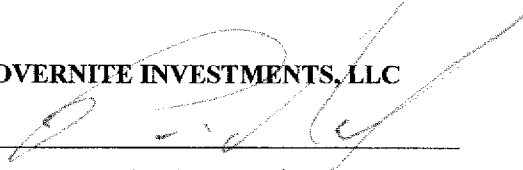
DI LOGISTICS, LLC

By:  _____

Print Name: Phil Nabal

Title: CEO

DI OVERNITE INVESTMENTS, LLC

By:  _____

Print Name: Phil Nabal

Title: CEO

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

Address of Bank:

1732 N 1st Street, 6th Floor
San Jose, CA 95112
Attn: Diana Mattson

BANK:

AVIDBANK

By: *D. Mattson*

Print Name: DIANA MATTSON

Title: SVP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

Title	Serial/ Patent Number	Application/ Issue Date
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EXHIBIT C

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
DI Express	ACC MED+LOGISTICS	85817620	4391560	August 27, 2013
DI Express	ACC DELIVERS	78908278	3227878	April 10, 2007