

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3PL Central LLC		11/09/2022	Limited Liability Company: DELAWARE
SKUBANA INC.		11/09/2022	Corporation: DELAWARE
CIO TECHNOLOGIES, INC.		11/09/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH FINANCE CORP.		
Street Address:	205 N. Michigan Ave., Suite 4200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5064392	SKUBANA	
Registration Number:	4701317	SKUBANA	
Registration Number:	4808245	ORDERBOT	
Registration Number:	5432255	ACCELERATE	
Registration Number:	6052395	DIRECT TO EVERYWHERE	
Registration Number:	5140384		
Serial Number:	97323045	EXTENSIV	
Registration Number:	5133489	CARTROVER	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		

OP \$215.00 5064392

Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	1829864 TM
NAME OF SUBMITTER:	Yvette Stohler
SIGNATURE:	/Yvette Stohler/
DATE SIGNED:	11/10/2022
Total Attachments: 6 source=IPSA 11-9-22 - Runway-3PL#page1.tif source=IPSA 11-9-22 - Runway-3PL#page2.tif source=IPSA 11-9-22 - Runway-3PL#page3.tif source=IPSA 11-9-22 - Runway-3PL#page4.tif source=IPSA 11-9-22 - Runway-3PL#page5.tif source=IPSA 11-9-22 - Runway-3PL#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of November 9, 2022, among 3PL CENTRAL LLC, a Delaware limited liability company (“**Borrower Representative**”), and each other Person party hereto as a borrower from time to time (collectively, “**Grantors**”, and each, a “**Grantor**”), the lenders from time to time party hereto (collectively, “**Lenders**”, and each, a “**Lender**”), and **RUNWAY GROWTH FINANCE CORP.**, as Agent and collateral agent for Lenders (in such capacity, “**Agent**”).

Recitals

A. Grantors, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of each Grantor’s Intellectual Property.

C. Grantors’ execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, each Grantor and Agent hereby agree:

1. To secure the Obligations, each Grantor grants Agent a security interest in all of such Grantor’s right, title and interest in its Intellectual Property. Each Grantor hereby confirms that the attached schedules of such Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Each Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantors:

3PL CENTRAL LLC
100 N. Pacific Coast Hwy, Suite 1100
El Segundo, CA 90245
Attention: Chief Financial Officer
Email: ktrosian@3plcentral.com

SKUBANA INC.
6 Park Street
Nyack, NY 10960
Attention: Chief Financial Officer
Email: ktrosian@3plcentral.com

CIO TECHNOLOGIES, INC.
510 N Milpas Street
Santa Barbara, CA 93103
Attention: Chief Financial Officer
Email: ktrosian@3plcentral.com

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

GRANTORS:

DocuSigned by:
3PL CENTRAL LLC, a Delaware limited liability company
Kevin Trosian
By 0C41A7B56FAA4A3...
Name: Kevin Trosian
Title: Chief Financial Officer

DocuSigned by:
SKUBANA INC., a Delaware corporation
Kevin Trosian
By 0C41A7B56FAA4A3...
Name: Kevin Trosian
Title: Chief Financial Officer

DocuSigned by:
CIO TECHNOLOGIES, INC., a California corporation
Kevin Trosian
By 0C41A7B56FAA4A3...
Name: Kevin Trosian
Title: Chief Financial Officer

AGENT:

RUNWAY GROWTH FINANCE CORP.
By: _____
Name: Thomas Raterman
Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantors:

3PL CENTRAL LLC
100 N. Pacific Coast Hwy, Suite 1100
El Segundo, CA 90245
Attention: Chief Financial Officer
Email: ktrosian@3plcentral.com

GRANTORS:

3PL CENTRAL LLC, a Delaware limited liability company

By _____
Name: Kevin Trosian
Title: Chief Financial Officer

SKUBANA INC.
6 Park Street
Nyack, NY 10960
Attention: Chief Financial Officer
Email: ktrosian@3plcentral.com

SKUBANA INC., a Delaware corporation

By _____
Name: Kevin Trosian
Title: Chief Financial Officer

CIO TECHNOLOGIES, INC.
510 N Milpas Street
Santa Barbara, CA 93103
Attention: Chief Financial Officer
Email: ktrosian@3plcentral.com

CIO TECHNOLOGIES, INC., a California corporation

By _____
Name: Kevin Trosian
Title: Chief Financial Officer

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

AGENT:

DocuSigned by:
RUNWAY GROWTH FINANCE CORP.

By: _____
Name: Thomas Raterman
Title: Chief Financial Officer

EXHIBIT A
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
3PL Central LLC	3PL Warehouse Manager	TX0007805929	May 24, 2013

EXHIBIT B


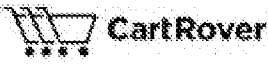
PATENTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
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None.

EXHIBIT C

TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
Skubana Inc.	SKUBANA	5064392	10/18/16
Skubana Inc.	SKUBANA	4701317	3/10/15
Skubana Inc.	ORDERBOT	4808245	9/8/15
Skubana Inc.	ACCELERATE	5432255	3/27/18
Skubana Inc.	DIRECT TO EVERYWHERE	6052395	5/12/20
Skubana Inc.		5140384	2/14/17
3PL Central LLC	EXTENSIV	97323045 (Application No.)	3/21/22 (Filing Date)
CIO Technologies, Inc.		5,133,489	1/31/17