

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763581

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SHIP HERO, LLC		10/24/2022	Limited Liability Company: NEW YORK
SHIP HERO TECHNOLOGY, LLC		10/24/2022	Limited Liability Company: NEW YORK
SHIP HERO FULFILLMENT, LLC		10/24/2022	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	CANADIAN IMPERIAL BANK OF COMMERCE
Street Address:	81 Bay Street
Internal Address:	10th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J0E7
Entity Type:	Canada Bank: CANADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	87119125	S
Serial Number:	97102991	PARCELVIEW
Serial Number:	97088575	S POSTHERO
Registration Number:	5048495	SHIPHERO
Serial Number:	97472289	WAREHOUSEHERO
Serial Number:	97473168	SHIPHERO
Serial Number:	97472314	S WAREHOUSEHERO

CORRESPONDENCE DATA

Fax Number: 2028427899

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.

Phone: 2027762269

Email: pkarmire@cooley.com

Correspondent Name: Perky L. Karmire

Address Line 1: c/o Cooley, LLP

TRADEMARK

Address Line 2: 1299 PENNSYLVANIA AVENUE, NW, Suite 700
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	313569.1003
NAME OF SUBMITTER:	Perky L. Karmire
SIGNATURE:	/s/ Perky L. Karmire
DATE SIGNED:	10/26/2022

Total Attachments: 6

source=03 IPSA - Ship Hero (10.24.2022)#page1.tif
source=03 IPSA - Ship Hero (10.24.2022)#page2.tif
source=03 IPSA - Ship Hero (10.24.2022)#page3.tif
source=03 IPSA - Ship Hero (10.24.2022)#page4.tif
source=03 IPSA - Ship Hero (10.24.2022)#page5.tif
source=03 IPSA - Ship Hero (10.24.2022)#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 October 24, 2022, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and each of the undersigned Grantors (collectively “**Grantors**”), and each a “Grantor”).

RECITALS

A. Bank and Grantors are entering into a Loan and Security Agreement, dated 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 Grantors’ 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, Grantors and Bank hereby agree:

1. To secure the Obligations, Grantors grant Bank a security interest in all of Grantors’ right, title and interest in its Intellectual Property. Grantors hereby confirm that the attached schedules of Grantors’ 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, respectively, are complete and accurate as of the date hereof.

2. Grantors hereby authorize Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantors obtain 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 is a Loan Document. 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. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement 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 system, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

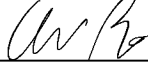
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:


55 W Railroad Ave. Bldg.4
Garnerville, NY 10923

GRANTORS:

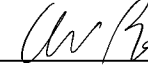
SHIP HERO, LLC

By: 
Name: Aaron Rubin
Title: CEO


SHIP HERO TECHNOLOGY, LLC

By: 
Name: Aaron Rubin
Title: CEO

SHIP HERO FULFILLMENT, LLC

By: 
Name: Aaron Rubin
Title: CEO

SHIP HERO FULFILLMENT (CANADA) INC.

By: 
Name: Aaron Rubin
Title: President

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, Ontario
M5J 0E7
Attention: Ryan Enriquez; Paul Gibson
Email: ryan.enriquez@cibc.com;
paul.gibson@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name:
Title:

By: _____
Name:
Title:

[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:

55 W Railroad Ave. Bldg.4
Garnerville, NY 10923

GRANTORS:

SHIP HERO, LLC

By: _____
Name: _____
Title: _____

SHIP HERO TECHNOLOGY, LLC

By: _____
Name: _____
Title: _____

SHIP HERO FULFILLMENT, LLC

By: _____
Name: _____
Title: _____

SHIP HERO FULFILLMENT (CANADA) INC.

By: _____
Name: _____
Title: _____

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street, 10 Floor
Toronto, Ontario
M5J 0E7
Attention: Ryan Enriquez; Paul Gibson
Email: ryan.enriquez@cibc.com;
paul.gibson@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: Alex Romanowski
Name: Alex Romanowski
Title: Authorized Signatory
CIBC Innovation Banking

By: Ryan Enriquez
Name: Ryan Enriquez
Title: Assistant General Manager
CIBC Innovative Banking

EXHIBIT A
COPYRIGHTS

<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
None.		






EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
-------------	--------------------------------	-----------------------------

None.

EXHIBIT C
TRADEMARKS

GRANTOR	DESCRIPTION	REGISTRATION / SERIAL NUMBER	REGISTRATION / APPLICATION DATE
SHIP HERO, LLC		Serial No. 87119125	March 21, 2017
SHIP HERO, LLC	ParcelView	Serial No. 97102991	November 1, 2021
SHIP HERO, LLC	 posthero	Serial No. 97088575	October 22, 2021
SHIP HERO, LLC	ShipHero	Registration No. 5048495	September 27, 2016
SHIP HERO, LLC	Warehousehero	Serial No. 97472289	June 23, 2022
SHIP HERO, LLC	SHIPHERO	Serial No. 97473168	June 23, 2022
SHIP HERO, LLC	 (Illustration)	Serial No. 97472314	June 23, 2022
SHIP HERO, LLC		Serial No: UK00003791949	May 25, 2022
SHIP HERO, LLC		Serial No: 2186244 (CA)	May 18, 2022
SHIP HERO, LLC	SHIPHERO	Serial No: UK00003792074	May 25, 2022
SHIP HERO, LLC	SHIPHERO	Serial No: 2186242	May 18, 2022