

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOGICBROKER PURCHASER, LLC		09/14/2022	Limited Liability Company: DELAWARE
LOGICBROKER, INC.		09/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6792812	CONNECT AND GROW	
Registration Number:	6337766	CONNECTED COMMERCE NETWORK	
Registration Number:	4316980	LOGICBROKER	
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:	2023704750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1866365		
NAME OF SUBMITTER:	Gwendolyn Meccas		
SIGNATURE:	/Gwendolyn Meccas/		
DATE SIGNED:	12/23/2022		
Total Attachments: 7			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 14, 2022, by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have 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 that certain Credit Agreement, dated as of the date hereof, by and among **LOGICBROKER PURCHASER, LLC**, a Delaware limited liability company (“*Holdings*”), **LOGICBROKER, INC.**, a Delaware corporation (the “*Borrower*”) the several banks and other financial institutions or entities from time to time parties thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower, Holdings, and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower, Holdings, and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower, Holdings, and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower, Holdings, and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s, Holdings’, and each other 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 Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent 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) and goodwill associated therewith, 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.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW RULES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Remainder of Page Left Intentionally Blank]

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:

LOGICBROKER PURCHASER, LLC



By: _____

Name: Simon Yu

Title: Vice President

LOGICBROKER, INC.



By: _____

Name: Simon Yu

Title: Vice President

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

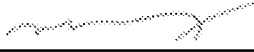
By: 
Name: Henry Wang
Title: Director

EXHIBIT A

COPYRIGHTS

Registered Copyrights

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
Logicbroker Purchaser, LLC	N/A	N/A	N/A	N/A
Logicbroker, Inc.	United States	TX0008745746	08-28-2018	Dropship360.
	United States	TX0008647603	08-13-2018	Dropship360 Set-Up Guide Step 1: Getting Started – Connecting Magneto to Logicbroker
	United States	TX0008647611	08-13-2018	Dropship360 Set-Up Guide Step 2: Setting Up Suppliers.
	United States	TX0008647613	08-13-2018	Dropship360 Set-Up Guide Step 3: Connecting Products to Suppliers
	United States	TX0008647621	08-13-2018	Dropship360 Set-Up Guide Step 4: Configuration/Setup.
	United States	TX0008647625	08-13-2018	Dropship360 Set-Up Guide Step 5: Setting Up Automated Inventory and Cost Updates.
	United States	TX0008647630	08-13-2018	Dropship360 Set-Up Guide Step 6: What Happens Next?

Pending Copyright Applications

None

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None

EXHIBIT B

PATENTS

Issued Patents

None

Pending Patent Applications

None

Issued Patents and Pending Patent Applications Licensed to Loan Parties

None

EXHIBIT C
TRADEMARKS

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
Logicbroker Purchaser, LLC	N/A	N/A	N/A	N/A	N/A
Logicbroker, Inc.	United States	6792812	07-19-2022	05-25-2021	CONNECT AND GROW
	United States	6337766	05-04-2021	10-02-2019	CONNECTED COMMERCE NETWORK
	United States	4316980	04-09-2013	08-16-2012	LOGICBROKER
	Canada	TMA 895,124	01-27-2015	02-15-2013	LOGICBROKER
	International	1154545	02-18-2014	04-11-2013	LOGICBROKER

Pending Trademark Applications

None

Registered Trademarks and Pending Trademark Applications Licensed to Loan Parties

None