

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Sticks Express, LLC		12/27/2022	Corporation:
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4662388	SHIP SKIS	
Registration Number:	5187807	SIMPLIFY THE WAY YOU TRAVEL	
Registration Number:	5178448	THE WORLD'S LARGEST GOLF BAG SHIPPING CO	
Registration Number:	5746420	MAKE IT SIMPLE. MAKE IT SHIP STICKS.	
Registration Number:	5870081	SHIP SKIS YOUR SKIS. DELIVERED.	
Registration Number:	5631286	SHIP STICKS	
Registration Number:	2737350	LUGGAGE FREE	
Registration Number:	4271473	LUGGAGEFREE PACK HEAVY. TRAVEL LIGHT.	
Registration Number:	4271474	LUGGAGE FREE PACK HEAVY. TRAVEL LIGHT.	
Serial Number:	90655916	SHIP CAMPS	
Serial Number:	90655890	SHIP CAMPS	
Serial Number:	97215379	TRIP LOGIC	
Serial Number:	97215385	TRIP LOGIC	
Serial Number:	97577202	SHIP STICKS	
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:	303 892 7209		

OP \$365.00 4662388

Email: caitlin.cronin.woodward@dgsllaw.com
Correspondent Name: Caitlin Cronin Woodward
Address Line 1: 1550 17th Street
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER: Caitlin Cronin Woodward

SIGNATURE: /Caitlin Cronin Woodward/

DATE SIGNED: 01/19/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 27, 2022 (this "Agreement"), is made between GLOBAL STICKS EXPRESS, LLC, a Delaware limited liability company (the "Grantor"), in favor of KeyBank National Association ("Secured Party").

Recitals

A. Pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Secured Party and the other Borrowers party thereto, Secured Party has extended commitments to make credit extensions to the Grantor;

B. The obligation of the Secured Party to make credit extensions under the Credit Agreement is subject to the condition, among others, that the Grantor secure the Indebtedness (as defined in the Credit Agreement) in the manner set forth herein; and

C. The Grantor has duly authorized the execution, delivery and performance of this Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Indebtedness in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including any payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the United States Bankruptcy Code (or any successor provision)), the Grantor hereby grants to and creates in favor of the Secured Party, for its benefit, a continuing first priority Lien on and security interest under the UCC in and to all of the following property (subject only to the superior priority of certain Permitted Liens), whether now existing or hereafter acquired by the Grantor:

(a) Trademark Collateral.

(i) All of Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations

and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademarks”);

(ii) all of its Trademark licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clause (a)(i) above, including each Trademark license referred to in Item B of Schedule I attached hereto;

(iii) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks;

(iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a)(i) and, to the extent applicable, clauses (a)(ii) and (a)(iii); and

(v) all proceeds of, and rights associated with, the foregoing rights described in clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv), including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world (all of the foregoing items set forth in this Section 2(a), the “Trademark Collateral”);

provided, that, the term “Trademark Collateral” shall not include any U.S. trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office; provided, further, that the Trademark Collateral shall include any and all proceeds of the interests described in the foregoing clause to the extent that the assignment or encumbering of such proceeds would not cause such invalidation.

(b) Patent Collateral.

(i) All of its letters patent, applications for letters patent (including applications in preparation), and like protections throughout the world, including, without limitation: (A) each patent and patent application referred to in Item A of Schedule II attached hereto, and (B) all improvements, divisions, continuations, renewals, reexaminations, reissues, extensions and continuations-in-part of the foregoing (collectively, “Patents”);

(ii) all of its Patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clause (b)(i) above, including each Patent license referred to in Item B of Schedule II attached hereto; and

(iii) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any Patent or Patent application, and for breach or enforcement of any Patent license (all of the foregoing items set forth in this Section 2(b), the "Patent Collateral").

(c) Copyright Collateral.

(i) All copyrights of the Grantor, whether statutory or common law, registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world including all of the Grantor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule III attached hereto, and registrations and recordings thereof and all applications for registration thereof, whether pending or in preparation;

(ii) all copyright licenses, including each copyright license referred to in Item B of Schedule III attached hereto, the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, all extensions and renewals of any thereof; and

(iii) and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit (all of the foregoing items set forth in this Section 2(c), the "Copyright Collateral").

(d) Domain Name Collateral. All rights in and to the domain names set forth on Schedule IV attached hereto (the "Domain Name Collateral").

The Trademark Collateral, the Patent Collateral, the Copyright Collateral and the Domain Name Collateral are collectively referred to herein as the "IP Collateral."

SECTION 3. Representations. Upon the execution and delivery of this Agreement and all related UCC-1 financing statements, the Secured Party's security interest in the IP Collateral registered in the United States conferred hereby will be a valid, perfected (to the extent perfection may be achieved by filing UCC-1 financing statements or appropriate documents (including, without limitation, this Agreement) with the United States Patent and Trademark Office or Copyright Office), first priority security interest, subject to Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the IP Collateral is (or will be) on file in any recording office except such as may have been filed in favor of the Secured Party relating to this Agreement or to perfect or protect any security interest expressly permitted by the Loan Documents. Notwithstanding the foregoing, the Secured Party acknowledges that it may be necessary to enter into an agreement regarding the Domain Name

Collateral with the domain name registrar in order to perfect its rights in the Domain Name Collateral.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the IP Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, and in connection therewith, the Grantor hereby authorizes the Secured Party to file this Agreement with all offices deemed necessary by the Secured Party. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit under the Credit Agreement. The Credit Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


SECTION 8. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Colorado.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

GLOBAL STICKS EXPRESS, LLC

By: Noonan Acquisition Group, LLC, its
Manager

By: 
Name: Jonathan Marsico
Title: Manager

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: Ryan Neumann
Title: Vice President


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

GLOBAL STICKS EXPRESS, LLC

By: Noonan Acquisition Group, LLC, its
Manager


By: _____
Name: Jonathan Marsico
Title: Manager


KEYBANK NATIONAL ASSOCIATION




By: 
Name: Ryan Neumann
Title: Vice President

SCHEDULE I
to Intellectual Property Security Agreement

Item A - Trademarks

Country	Owner	Mark	App. No. / Reg. No.	Classes	Status/Key Dates
United States	Global Sticks Express, LLC dba ShipSticks	 SHIP SKIS SHIP SKIS & Design	86/221,532 4,662,388	39	Registered; App. Date 3/14/2014; Reg. Date 12/30/2014; Renewal Due 12/30/2024
United States	Global Sticks Express, LLC dba ShipSticks	SIMPLIFY THE WAY YOU TRAVEL	86/902,750 5,187,807	39	Registered; App. Date 2/9/2016; Reg. Date 4/18/2017; Renewal Due 4/18/2027
United States	Global Sticks Express, LLC dba ShipSticks	THE WORLD'S LARGEST GOLF BAG SHIPPING COMPANY	86/902,738 5,178,448	39	Registered; App. Date 2/9/2016; Reg. Date 4/4/2017; Affidavit of Use Due 4/4/2023; Renewal Due 4/4/2027
United States	Global Sticks Express, LLC dba ShipSticks	MAKE IT SIMPLE. MAKE IT SHIP STICKS.	87/601,378 5,746,420	39	Registered; App. Date 9/8/2017; Reg. Date 5/7/2019; Affidavit of Use 5/7/2025; Renewal 5/7/2029

Country	Owner	Mark	App. No. / Reg. No.	Classes	Status/Key Dates
United States	Global Sticks Express, LLC dba ShipSticks	SHIP SKIS YOUR SKIS. DELIVERED.	87/673,074 5,870,081	39	Registered; App. Date 11/6/2017; Reg. Date 9/24/2019; Affidavit of Use 9/24/2025; Renewal 9/24/2029
United States	Global Sticks Express, LLC dba ShipSticks	SHIP STICKS	87/837,523 5,631,286	39	Registered; App. Date 3/16/2018; Reg. Date 12/18/2018; Affidavit of Use 12/18/2024; Renewal 12/18/2028
United States	Global Sticks Express, LLC	LUGGAGE FREE	76/027,668 2,737,350	39	Registered; App. Date 4/14/2000; Reg. Date 7/15/2003; Renewal 7/15/2033
United States	Global Sticks Express, LLC	LUGGAGEFREE PACK HEAVY. TRAVEL LIGHT.	85/623,205 4,271,473	39	Registered; App. No. 5/11/2012; Reg. No. 1/8/2013; Renewal 1/8/2023
United States	Global Sticks Express, LLC	 LUGGAGE FREE PACK HEAVY. TRAVEL LIGHT. & Design	85/623,209 4,271,474	39	Registered; App. No. 5/11/2012; Reg. Date 1/8/2013; Renewal 1/8/2023
United States	Global Sticks Express, LLC	SHIP CAMPS	90/655,916	39	Pending; App. Date 4/19/2021; Notice of Suspension 1/1/2023

Country	Owner	Mark	App. No. / Reg. No.	Classes	Status/Key Dates
United States	Global Sticks Express, LLC	 Ship Camps SHIP CAMPS & Design	90/655,890	39	Pending; App. Date 4/19/2021; Notice of Suspension 1/1/2023
United States	Global Sticks Express, LLC	TRIP LOGIC	97/215,379	39	Pending; App. Date 1/12/2022
United States	Global Sticks Express, LLC	 Trip Logic TRIP LOGIC & Design	97/215,385	39	Pending; App. Date 1/12/2022
United States	Global Sticks Express, LLC	 SHIP STICKS SHIP STICKS & Design	97/577,202	39	Pending; App. Date 9/2/2022

Item B - Trademark Licenses

None