

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM864230

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MOCA SYSTEMS, INC.		12/22/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUSSER BANK		
<b>Street Address:</b>	3030 MATLOCK ROAD		
<b>City:</b>	ARLINGTON		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76015		
<b>Entity Type:</b>	STATE BANK: TEXAS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98062400	TOUCHPLAN	
<b>Registration Number:</b>	5456311	MOCAPLAN	
<b>Registration Number:</b>	5353372	MOCA	
<b>Serial Number:</b>	98154992	CONTINUOUS ALIGNMENT	
<b>Registration Number:</b>	5353371	MOCA SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>			
<b>Phone:</b>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN PEPPER LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	262481.000010		
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.		
<b>SIGNATURE:</b>	/Christopher C. Close Jr./		
<b>DATE SIGNED:</b>	12/27/2023		

CH \$140.00 98062400

**Total Attachments: 6**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is entered into as of December 22, 2023, by and between **MOCA SYSTEMS, INC.**, a Delaware corporation (“*Grantor*”), as a borrower, and **SUSSER BANK**, a Texas state bank (“*Lender*”), as lender.

**RECITALS:**

**WHEREAS**, the Grantor and Lender are entering into a Credit and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”; capitalized terms used herein and not defined herein are used as defined in the Credit Agreement) by and among Grantor, the Subsidiaries of Grantor who may from time to time join as a “Borrower” or “Guarantor”, and Lender;

**WHEREAS**, in order to induce the Lender to enter into and extend credit to the Grantor under the Credit Agreement, the Grantor has granted to the Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral; and

**WHEREAS**, as a condition to the Credit Agreement, the Grantor has and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1  
GRANT OF SECURITY INTEREST**

**1.1** To secure its Obligations under the Credit Agreement and each other Loan Document, Grantor grants and pledges to the Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (the “*Intellectual Property Collateral*”) (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), 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.

**1.2** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Administrative Agent.

**1.3** This security interest is granted in conjunction with the security interest granted to the Lender pursuant to the Credit Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

**SECTION 2  
MISCELLANEOUS**

**2.1** Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 11.11 of the Credit Agreement.

**2.2** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**2.3** THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

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

**GRANTOR:**

**MOCA SYSTEMS, INC.**  
a Delaware corporation

DocuSigned by:  
*Sandra Hamby*  
By: \_\_\_\_\_  
Name: Sandra Kay Hamby  
Title: President

**LENDER:**

**SUSSER BANK**  
a Texas state bank

DocuSigned by:  
*Caleb B. McCasland*  
By: \_\_\_\_\_  
Name: Caleb McCasland  
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT BPatents

No.	Description	Application Number	Registration Number
1.	Method for Graphical Pull Planning with Active Work Schedules		10,410,178 (09/10/2019)
2.	System and Method for Simulating Resource Allocation		7,752,017 (07/06/2010)
3.	Project Management System for Integrated Project Schedules	15/232,112 (08/09/2016)	
4.	Project Management System for Integrated Project Schedules	12/538,537 (08/10/2009)	

EXHIBIT CTrademarks

No.	Description	Serial Number	Registration Number
1.	TOUCHPLAN	98/062,400 (06/28/2023)	
2.	MOCAPLAN		5,456,311 (05/01/2018)
3.	MOCA		5,353,372 (12/12/2017)
4.	CONTINUOUS ALIGNMENT	98/154,992 (08/29/2023)	
5.	MOCA SYSTEMS		5,353,371 (12/12/2017)