

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI104859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FASTFETCH CORPORATION		03/01/2024	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	NORTHBROOK BANK AND TRUST COMPANY, N.A.		
Street Address:	1100 WAUKEGAN ROAD		
City:	NORTHBROOK		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6068787	INTELLIPACK	
Registration Number:	7135163	FASTFETCH	
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:	7049256060		
Email:	slott@seyfarth.com		
Correspondent Name:	Stephen D. Lott		
Address Line 1:	300 S. Tryon Street		
Address Line 2:	Suite 400		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	069744-000037		
NAME OF SUBMITTER:	STEPHEN LOTT		
SIGNATURE:	STEPHEN LOTT		
DATE SIGNED:	03/19/2024		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 1, 2024, is by FASTFETCH CORPORATION, a South Carolina corporation (the “Grantor”), in favor of NORTHBROOK BANK AND TRUST COMPANY, N.A., in its capacity as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

RECITALS

A. ZAF ABCO HOLDINGS LLC, a Delaware limited liability company (“ABCO Holdco”), ABCO SYSTEMS LLC, a Delaware limited liability company (“ABCO”), and upon consummation of the Fastfetch Acquisition, the Grantor (ABCO and Grantor, individually and collectively, the “Borrowers” and each a “Borrower”), have entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its affiliates.

B. The Grantor and each other Borrower have entered into that certain Guaranty and Collateral Agreement dated as of June 16, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Administrative Agent.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patents, Patent Licenses, Trademarks, and Trademark Licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each Trademark License, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

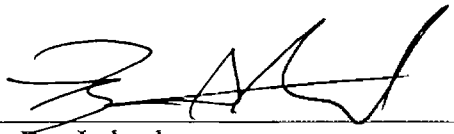
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, any Trademark issued pursuant to a Trademark application referred to in Schedule 1 and any Trademark licensed under any Trademark License listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each Patent License, including, without limitation, each Patent License listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 2 annexed hereto, any Patent issued pursuant to a Patent application referred to in Schedule 2 and any Patent licensed under any Patent License listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Guaranty and Collateral Agreement.

[SIGNATURE PAGE FOLLOWS]

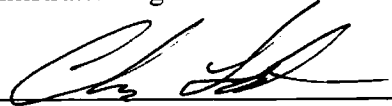
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

FASTFETCH CORPORATION

By: 
Name: Ben Ireland
Title: Chief Financial Officer, Secretary and
Treasurer

ACKNOWLEDGED:

NORTHBROOK BANK & TRUST COMPANY, N.A.
as Administrative Agent

By: 
Name: Christopher Latta
Its: Senior Vice President

[Signature Page to Patent and Trademark Security Agreement (FastFetch)]

TRADEMARK
REEL: 008373 FRAME: 0340

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

U.S. Trademark Registrations

Country	Trademark	Status	Owner	Reg. No. App. No.	Reg. Date App. Date
US	INTELLIPACK	Registered	Fastfetch Corporation	6068787 88678220	06/02/2020 11/03/2019
US	FASTFETCH	Registered	Fastfetch Corporation	7135163 87859786	08/15/2023 04/02/2018

U.S. Trademark Applications

None.

Trademark Licenses

None.

Non- U.S. Trademark Registrations

None.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

U.S. Patent Registrations

Country	Title	Status	Pub. No. App. No.	Pub. Date App. Date	Owner
US	Disparate Asynchronous Pick-Put System	Pending, unpublished	- 18186794	- 2023-03-20	FASTFETCH CORPORATION
US	Dynamically Configurable Put Wall for Fulfillment	Pending, published	US 2021/0276804 A1 17/194720	09/09/2021 03/08/2021	FASTFETCH CORPORATION
US	Reconfigurable light-directed pick/put system	Issued	US8019463B2 US11217806A	2011-09-13 2005-09-01	FASTFETCH CORPORATION
US	Reconfigurable light-directed pick/put system	Issued	US10672094B2 US15942171A	2020-06-02 2018-03-30	FASTFETCH CORPORATION
EU	RECONFIGURABLE LIGHT-DIRECTED PICK/PUT SYSTEM	Pending, published	EP3606851A1 EP2018780737A	2020-02-12 2018-04-01	FASTFETCH CORPORATION
Canada	Reconfigurable light-directed pick/put system	Pending, published	CA3058908A CA3058908A1	2018-04-01 2018-10-11	FASTFETCH CORPORATION
US	Light assisted pack wall carton selection and replenishment system	Issued	US10961053B2 US16205382A	2021-03-30 2018-11-30	FASTFETCH CORPORATION
US	Light assisted pack wall carton selection and replenishment system	Issued	US11679932B2 US17177082A	2023-06-20 2021-02-16	FASTFETCH CORPORATION

U.S. Patent Applications

None.

Patent Licenses

None.