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| TRADEMARK ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM550352

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|------------------------------|---------------------------------------------------------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | NOTICE OF SUCCESSION OF AGENCY AND ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|--------------------------------|
| DNB BANK ASA, NEW YORK BRANCH | | 11/20/2019 | PUBLIC LIMITED COMPANY: NORWAY |

RECEIVING PARTY DATA

| | |
|------------------------|-----------------------------------------------------|
| Name: | CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH |
| Street Address: | 200 PARK AVENUE, 31ST FLOOR |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10166 |
| Entity Type: | CHARTERED BANK: CANADA |

PROPERTY NUMBERS Total: 22

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------------------|
| Registration Number: | 2973161 | CARRIX |
| Registration Number: | 2973162 | CARRIX |
| Registration Number: | 2978667 | CARRIX |
| Registration Number: | 4732629 | CREATING SUCCESS |
| Registration Number: | 2973163 | |
| Registration Number: | 2973164 | |
| Registration Number: | 2995777 | |
| Registration Number: | 4274997 | DIGITAL BRIDGE |
| Registration Number: | 3328687 | FORECAST |
| Registration Number: | 3328688 | GATEVISION |
| Registration Number: | 4112962 | INTERMODAL PRO |
| Registration Number: | 4119502 | I PRO |
| Registration Number: | 2778138 | MAINSAIL TERMINAL MANAGEMENT SYSTEM |
| Registration Number: | 3901658 | MAINSAIL VANGUARD |
| Registration Number: | 2742584 | SPINNAKER PLANNING MANAGEMENT SYSTEM |
| Registration Number: | 2973165 | SSA MARINE |
| Registration Number: | 2973166 | SSA MARINE |
| Registration Number: | 2973167 | SSA MARINE |

CH \$565.00 2973161

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------------|
| Registration Number: | 1417751 | STEVEDORING SERVICES OF AMERICA |
| Registration Number: | 3053683 | T |
| Registration Number: | 2820125 | TIDEWORKS TECHNOLOGY |
| Serial Number: | 86846413 | TIDEWORKS INSIGHT |

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

| | |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 1212/11 |
| NAME OF SUBMITTER: | BENJAMIN PETERSEN |
| SIGNATURE: | /BENJAMIN PETERSEN/ |
| DATE SIGNED: | 11/21/2019 |

Total Attachments: 7

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NOTICE OF SUCCESSION OF AGENCY AND ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This NOTICE OF SUCCESSION OF AGENCY AND ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Notice”), dated as of November 20, 2019 (the “Effective Date”), is executed by DNB Bank ASA, New York Branch, in its capacity as Collateral Agent under the Security Agreement (as defined below) (the “Prior Agent”), and Canadian Imperial Bank of Commerce, New York Branch, in its capacity as Collateral Agent under the Assignment Agreement (as defined below) (the “Successor Agent”).

WHEREAS, (a) Carrix, Inc., a Washington corporation (the “Company”), Carrix Holdings, Inc. (“Holdings”) and the guarantors named therein entered into a Credit Agreement dated as of July 19, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Original Credit Agreement”), with DNB Bank ASA, New York Branch, as Administrative Agent, as Collateral Agent and as Depository Bank and the lenders and revolving issuing banks from time to time party thereto and (b) the Company issued Guaranteed Senior Secured Notes pursuant to a Note and Guaranty Agreement, dated as of July 19, 2017 (as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time, the “Note and Guaranty Agreement”), among the Company, Holdings, certain of the Company’s subsidiaries and the Senior Secured Note Purchasers;

WHEREAS, the Company and the other grantors party thereto entered into the Collateral Agency and Intercreditor Agreement, dated as of July 19, 2017 (as amended and restated as of the date hereof and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), with the Agents, the Senior Secured Noteholders, each Secured Hedge Bank from time to time party thereto and each other Secured Party from time to time party thereto, pursuant to which the Secured Parties (other than the Collateral Agent) appointed DNB Bank ASA, New York Branch, as Collateral Agent for the benefit of the Secured Parties;

WHEREAS, as a condition precedent to (a) the making of Senior Facilities Loans (as defined in the Intercreditor Agreement) and the issuance of Letters of Credit (as defined in the Original Credit Agreement) under the Original Credit Agreement, (b) the entry into Secured Hedge Agreements by the Secured Hedge Banks from time to time and (c) the purchase of the Senior Secured Notes by the Senior Secured Note Purchasers pursuant to the Note and Guaranty Agreement, the Company and the other grantors party thereto executed and delivered that certain Security Agreement dated July 19, 2017 by and among the Company, the other grantors party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, under the terms of the Security Agreement, the Company and the other grantors party thereto (collectively, the “Grantors”) executed that certain Intellectual Property Security Agreement, dated July 19, 2017 (the “IP Security Agreement”) for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

WHEREAS, the IP Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on July 19, 2017 at Reel 6110 Frame 0381, and with the United States Copyright Office on July 20, 2017 at Volume 9947 Document 360;

WHEREAS, the Prior Agent, the Successor Agent and the Company have entered into that certain Resignation, Assignment and Assumption Agreement, dated as of November 20, 2019 (the “Assignment Agreement”), whereby the Prior Agent resigned as Collateral Agent, Intercreditor Agent and Depository Bank and is succeeded to and replaced by the Successor Agent as Successor Collateral Agent and Successor Intercreditor Agent and by CIBC Bank USA as Successor Depository Bank; and

WHEREAS, pursuant to the Assignment Agreement, the Prior Agent assigned to the Successor Agent, and the Successor Agent accepted, all of the Prior Agent's rights and obligations under the IP Security Agreement, including the security interests held by the Prior Agent in all of the Grantors' right, title and interest in, to and under the Collateral (as defined in the IP Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Assignment Agreement.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Assignment Agreement, the Prior Agent has ceased to be Collateral Agent under such capacity and is succeeded to and replaced by the Successor Agent as Collateral Agent under such capacity.

3. Assignment of Security Interest. Pursuant to the terms and conditions set forth in the Assignment Agreement, the Prior Agent hereby assigns to the Successor Agent the Prior Agent's entire security interest in all of Grantors' right, title and interest in, to and under the Collateral (as defined in the IP Security Agreement), including without limitation the intellectual property identified on Schedules A through C attached hereto.

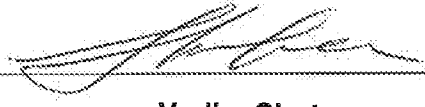
4. Purpose. This Notice has been executed and delivered for the purpose of recording the assignment of security interest with the United States Patent and Trademark Office and the United States Copyright Office. The security interest assigned hereby has been granted in connection with the Intercreditor Agreement and the Secured Obligation Documents (as defined in the Intercreditor Agreement), and assigned pursuant to the Assignment Agreement, and is expressly subject to the terms and conditions thereof. The parties hereto do hereby further acknowledge and affirm that the rights and remedies with respect to the security interest in the Collateral are more fully set forth in the Intercreditor Agreement, the Secured Obligation Documents, and the Assignment Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the Collateral originally granted to the Prior Agent under the IP Security Agreement, which security interest is now succeeded by and transferred to the Successor Agent. The Intercreditor Agreement, the Secured Obligation Documents, and the Assignment Agreement shall remain in full force and effect in accordance with their terms.


5. Counterparts. This Notice may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective Date:

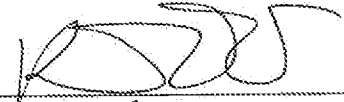
DNB BANK ASA, NEW YORK BRANCH, as
Prior Agent

By: 
Name: _____
Title: **Vadim Shutov**
Assistant Treasurer

By: 
Name: _____
Title: **Mita Zalavadia**
Assistant Vice President

[Signature Page to Carrix – Notice of IPSA Assignment]

CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK BRANCH,
as Successor Agent

By: 
Name: PETER O'NEILL
Title: EXECUTIVE & DIRECTOR

By: 
Name: Farhad Merali
Title: Authorized Signatory

Schedule A

Patents

None.

Schedule B

Trademarks

| Trademark | Country | Reg. No. / Date | App. No. / Filed | Owner | Status |
|-----------------------------------------|----------------|----------------------------|-----------------------------|-------------------------------|------------------|
| CARRIX | United States | 2973161 19-JUL-2005 | 78234471 07-APR-2003 | Carrix, Inc. | Registered |
| CARRIX | United States | 2973162 19-JUL-2005 | 78234481 07-APR-2003 | Carrix, Inc. | Registered |
| CARRIX | United States | 2978667 26-JUL-2005 | 78234475 07-APR-2003 | Carrix, Inc. | Registered |
| CREATING SUCCESS | United States | 4732629 05-MAY-2015 | 86166612 15-JAN-2014 | Tideworks Technology, Inc. | Registered |
| DESIGN ONLY | United States | 2973163 19-JUL-2005 | 78234490 07-APR-2003 | Carrix, Inc. | Registered |
| DESIGN ONLY | United States | 2973164 19-JUL-2005 | 78234498 07-APR-2003 | Carrix, Inc. | Registered |
| DESIGN ONLY | United States | 2995777 13-SEP-2005 | 78234502 07-APR-2003 | Carrix, Inc. | Registered |
| DIGITAL BRIDGE | United States | 4274997 15-JAN-2013 | 85633359 23-MAY-2012 | Tideworks Technology, Inc. | Registered |
| FORECAST | United States | 3328687 06-NOV-2007 | 77110257 18-FEB-2007 | Tideworks Technology, Inc. | Registered |
| GATEVISION | United States | 3328688 06-NOV-2007 | 77110258 18-FEB-2007 | Tideworks Technology, Inc. | Registered |
| INTERMODAL PRO | United States | 4112962 13-MAR-2012 | 85225456 25-JAN-2011 | Tideworks Technology, Inc. | Registered |
| IPRO | United States | 4119502 27-MAR-2012 | 85225328 25-JAN-2011 | Tideworks Technology, Inc. | Registered |
| MAINSAIL TERMINAL MANAGEMENT SYSTEM | United States | 2778138 28-OCT-2003 | 75896192 13-JAN-2000 | Tideworks Technology, Inc. | Registered |
| MAINSAIL VANGUARD | United States | 3901658 04-JAN-2011 | 77837612 29-SEP-2009 | Tideworks Technology, Inc. | Registered |
| SPINNAKER PLANNING MANAGEMENT SYSTEM | United States | 2742584 29-JUL-2003 | 75896360 13-JAN-2000 | Tideworks Technology, Inc. | Registered |
| SSA MARINE | United States | 2973165 19-JUL-2005 | 78234515 07-APR-2003 | Carrix, Inc. | Registered |
| SSA MARINE | United States | 2973166 19-JUL-2005 | 78234524 07-APR-2003 | Carrix, Inc. | Registered |
| SSA MARINE | United States | 2973167 19-JUL-2005 | 78234526 07-APR-2003 | Carrix, Inc. | Registered |
| STEVEDORING SERVICES OF AMERICA | United States | 1417751 18-NOV-1986 | 73550533 29-JUL-1985 | SSA Containers, Inc. | Registered |
| T | United States | 3053683 31-JAN-2006 | 78462969 05-AUG-2004 | Tideworks Technology, Inc. | Registered |
| TIDEWORKS TECHNOLOGY | United States | 2820125 02-MAR-2004 | 75896188 13-JAN-2000 | Tideworks Technology, Inc. | Registered |
| TIDEWORKS INSIGHT | United States | N/A | 86846413 11-DEC-2015 | Tideworks Technology, Inc. | Pending (ITU) |

Schedule C

Copyrights

| Title of Work | Country | Registration Number | Registration Date | Owner |
|-------------------------------------|----------------|----------------------------|--------------------------|-------------------------------------------------------------------|
| Mainsail Terminal Management System | United States | Txu955423 | 15-MAY-2000 | Stevedoring Services of America, Inc., d/b/a Tideworks Technology |