

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599734

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAGAYA CORPORATION		09/23/2020	Corporation: FLORIDA
ACELYNK HOLDINGS, INC.		09/23/2020	Corporation: FLORIDA
ACELYNK L.L.C.		09/23/2020	Limited Liability Company: WYOMING
CATAPULT HOLDING, INC.		09/23/2020	Corporation: DELAWARE
CATAPULT INTERNATIONAL, LLC		09/23/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 SIX MILE ROAD
Internal Address:	MC 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5344719	MAGAYA
Registration Number:	4245625	TRACK2GO
Registration Number:	3706642	ACELYNK

CORRESPONDENCE DATA

Fax Number: 2028427899

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: 202-776-2046

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 1299 Pennsylvania Avenue, NW, Suite 700

Address Line 4: WASHINGTON, D.C. 20004-2400

ATTORNEY DOCKET NUMBER:	036703-2044
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	09/25/2020

Total Attachments: 7

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of September 23, 2020 by and between COMERICA BANK, a Texas Banking Association (“Bank”) and MAGAYA CORPORATION, a Florida corporation (“Magaya”), ACELYNK HOLDINGS, INC., a Florida corporation (“Holdings”), ACELYNK L.L.C., a Wyoming limited liability company (“Acelynk”), CATAPULT HOLDING, INC., a Delaware corporation (“Catapult”) and CATAPULT INTERNATIONAL, LLC, a Delaware limited liability company (“International”) (Magaya, Holdings, Acelynk, Catapult and International are each a “Grantor” and collectively, the “Grantors” provided that each reference to “Grantor” or “Grantors” herein shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as determined by Bank as the context may require) and amends and restates in its entirety, without novation, that certain Intellectual Property Security Agreement dated as of August 19, 2020, as amended from time to time (the “Original IPSA”). This Agreement is not a novation. All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

RECITALS

A. Bank, Magaya, Holdings and Acelynk are parties to that certain Loan and Security Agreement dated as of August 19, 2020 (as the same may from time to time be further amended, modified, supplemented or restated, the “Original Agreement”). Bank and Grantors propose to enter into an Amended and Restated Loan and Security Agreement dated of even date herewith (the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement), which amends and restates, in its entirety and without novation, the Original Agreement. Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such 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 Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of Grantors’ right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto but excluding intent-to-use trademarks), 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, and, as applicable, all re-issues, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan 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 Bank, of any or all other rights, powers or remedies. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Documents shall control.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that are included in the Intellectual Property Collateral in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. The undersigned also acknowledges and agrees that the undersigned's electronic signature below indicates the undersigned's agreement to, and intention to be legally bound.

GRANTORS:

MAGAYA CORPORATION

DocuSigned by:
By: Gary Nemmers
5EFDED76F83E440...

Name: Gary Nemmers
Title: Chief Executive Officer

ACELYNK HOLDINGS, INC.

DocuSigned by:
By: Gary Nemmers
5EFDED76F83E440...

Name: Gary Nemmers
Title: Chief Executive Officer

ACELYNK L.L.C.

DocuSigned by:
By: Gary Nemmers
5EFDED76F83E440...

Name: Gary Nemmers
Title: Chief Executive Officer

CATAPULT HOLDING, INC.

DocuSigned by:
By: Gary Nemmers
5EFDED76F83E440...

Name: Gary Nemmers
Title: Chief Executive Officer

CATAPULT INTERNATIONAL, LLC

DocuSigned by:
By: Gary Nemmers
5EFDED76F83E440...

Name: Gary Nemmers
Title: Chief Executive Officer

Address of Grantors:

c/o Magaya Corporation
7950 N.W. 53rd Street, Suite 300
Doral, FL 33166
Attn: Gary Nemmers

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. The undersigned also acknowledges and agrees that the undersigned's electronic signature below indicates the undersigned's agreement to, and intention to be legally bound.

BANK:

Address of Bank:

COMERICA BANK

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

DocuSigned by:
By: Jason Pan
CE9649F4E9B6425..

Name: Jason Pan
Title: Senior Vice President

EXHIBIT A

Copyrights

Owner	Description	Registration Number	Registration Date
Magaya	Magaya cargo system.	TX0006161285	05/13/05

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
None.		

EXHIBIT C

Trademarks

Owner	Description	Registration/ Serial Number	Registration/ Application Date
Magaya	MAGAYA	5344719	11/28/17
Magaya	TRACK2GO	4245625	11/20/12
Acelynk	ACELYNK	3706642	11/03/09