

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626411

<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>
DSD ACQUISITION LLC		02/12/2021	Limited Liability Company: DELAWARE
DSD ACQUISITION HOLDINGS INC.		02/12/2021	Corporation: DELAWARE
DSD PARTNERS, LLC		02/12/2021	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PRIDES CROSSING CAPITAL II FUNDING, L.P.		
<b>Street Address:</b>	701 Edgewater Drive, Suite 130		
<b>City:</b>	Wakefield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01880		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6050021	SMARTORDER	
<b>Registration Number:</b>	5938307	TECHNOLOGY WITH A HUMAN TOUCH	
<b>Registration Number:</b>	5016465	DSD MONITOR	
<b>Registration Number:</b>	4234802	HEAVENLY SENT	
<b>Registration Number:</b>	6230358	DSDPIPELINE	
<b>Serial Number:</b>	90172226	INVOI	
<b>Serial Number:</b>	90172143	ASNOW	
<b>Serial Number:</b>	90189269	SKU VISTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>	7349302488		
<b>Email:</b>	ipfilings@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield - Bodman PLC		
<b>Address Line 1:</b>	201 South Division, Suite 400		

TRADEMARK

**Address Line 4:** Ann Arbor, MICHIGAN 48104

**NAME OF SUBMITTER:** Susan M. Kornfield

**SIGNATURE:** /susan m. kornfield/

**DATE SIGNED:** 02/16/2021

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is made as of February 12, 2021, by and among DSD ACQUISITION LLC, a Delaware limited liability company (“**DAL**”), DSD ACQUISITION HOLDINGS INC., a Delaware corporation (“**DAHI**” and, collectively with DAL, “**Holdings**”), DSD PARTNERS, LLC, a Virginia limited liability company (the “**Lead Borrower**” and, collectively with Holdings, the “**Company**”), each located at 10800 Midlothian Turnpike, Suite 300, North Chesterfield, VA 23235, and PRIDES CROSSING CAPITAL II FUNDING, L.P., a Delaware limited partnership located at 701 Edgewater Drive, Suite 130, Wakefield, MA 01880 (the “**Lender**”) in connection with the Note and the Purchase Agreement (each as defined below).

**1. Purpose.** This Agreement is granted by the Company in favor of the Lender in connection with and to secure that certain Note Purchase Agreement, dated as of February 12, 2021, entered into between DAL, DAHI, Lead Borrower and the Lender (as may be amended, restated, modified or replaced from time to time, the “**Purchase Agreement**”), and the Secured Promissory Note issued to the Lender by the Company under the Purchase Agreement (as may be amended, restated, modified or replaced from time to time, the “**Note**”). Capitalized terms not defined in this Agreement have the meanings set forth under the Purchase Agreement.

**2. Grant of Security Interest.** The Company hereby grants to Lender, a continuing security interest in the “**Collateral**” described in Section 3 below to secure the payment of the Note and all other loans and advances from Lender to the Company, and other debts, obligations and liabilities of the Company to Lender of any nature whatsoever, in each case arising under the Note or the Purchase Agreement (including all renewals, modifications and extensions thereof) or any Ancillary Agreement, including, without limitation all interest, costs, expenses, and reasonable and documented attorneys’ fees, which are incurred by an Lender in the disbursement, administration, and collection of such amounts, and in the protection, maintenance, and liquidation of the Collateral (collectively, “**Liabilities**”). This Agreement shall be and become effective when, and continue in effect as long as any Liabilities of the Company to Lender are outstanding and unpaid.

**3. Collateral.** “**Collateral**” means:

3.1 All United States copyrights and mask works, whether or not registered, and all applications for registration of all copyrights and mask works, including, but not limited to all copyrights and mask works, and all applications for registration of all copyrights and mask works identified in **Schedule A** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Copyright Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof); and (c) all rights corresponding thereto and all modifications, adaptations, translations, enhancements and derivative works, renewals thereof, and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto (Collectively, “**Copyrights**”);

3.2 All United States letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified in **Schedule B** attached hereto and made a part hereof, and including without limitation (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto in the United States and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto (Collectively, the **“Patents”**);

3.3 All United States trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified in **Schedule C** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (c) all rights corresponding thereto in the United States and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin; provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein (Collectively, the **“Trademarks”**); and

3.4 Any and all proceeds of any of the rights included above and any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above.

**4. Security Agreement.** This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Lender in the Collateral with the United States Patent and Trademark Office and/or Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under that certain Security Agreement, dated of even date herewith between the Lender and the Company, as may be amended, restated or otherwise modified from time to time (collectively, the **“Security Agreement”**), as security for the discharge and performance of similar Liabilities. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**5. Waiver.** The Company waives all defenses and setoffs which could hinder or reduce the obligations of the Company under this Agreement (other than the defense of payment in full).

In addition, and solely after the occurrence and during the continuance of an Event of Default (as defined in the Note), except as expressly prohibited by law, the Company waives any right it may have to require Lender to give notice of the details of any public or private sale of personal property security held from the Company or pursue any remedy available to Lender.

## **6. Event of Default.**

6.1 An Event of Default (as defined in the Note) shall constitute an Event of Default under this Agreement.

6.2 Upon the occurrence and continuance of an Event of Default, the Note and all other Liabilities may (notwithstanding any provisions thereof) at the option of the Lender and without demand or notice of any kind, be declared, and thereupon immediately shall become due and payable, and the Lender may exercise from time to time any rights and remedies, including the right to immediate possession of the Collateral, available to it under applicable law. The Company agrees, in case of an Event of Default, to assemble, at its expense, all the Collateral at a convenient place acceptable to the Lender and to pay all costs of Lender of collection of the Note and all other Liabilities, and enforcement of rights hereunder, including reasonable and documented attorneys' fees and legal expenses, including participation in bankruptcy proceedings, and expense of locating the Collateral and expenses of any repairs to any realty or other property to which any of the Collateral may be affixed or be a part. If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if sent at least seven days before such disposition, postage prepaid, addressed to the undersigned either at the address shown below, or at any other address of the undersigned appearing on the records of the Lender.

6.3 THE COMPANY AGREES THAT THE LENDER SHALL, IN THE EVENT AND CONTINUANCE OF ANY EVENT OF DEFAULT, HAVE THE RIGHT TO PEACEFULLY TAKE POSSESSION OF ANY OF THE COLLATERAL. THE COMPANY WAIVES ANY RIGHT IT MAY HAVE, IN SUCH INSTANCE, TO A JUDICIAL HEARING PRIOR TO SUCH RETAKING.

## **7. General.**

7.1 This Agreement shall be construed in accordance with the laws of the State of Delaware without giving effect to any applicable principles of conflicts of laws. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The rights and privileges of Lender hereunder shall inure to the benefit of its successors and assigns and this Agreement shall be binding on all heirs, executors, administrators, assigns and successors of the Company.

7.2 Lender may assign its rights and obligations under this Agreement and any related documents and agreements upon written notice to the Company. The Company may not assign its rights and obligations under this Agreement without the Lender's prior written consent.

**7.3 THE LENDER AND THE COMPANY ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT ONE THAT MAY BE WAIVED. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, LENDER AND THE COMPANY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.**

*[Signature Pages Follow]*

The parties have executed this Intellectual Property Security Agreement as of the date first written above.

**COMPANY:**

**DSD ACQUISITION LLC,**  
a Delaware limited liability company

DocuSigned by:  
*Mark Devooght*  
By: \_\_\_\_\_  
Name: Mark Devooght  
Title: CEO and President

**DSD ACQUISITION HOLDINGS INC.,**  
a Delaware corporation

DocuSigned by:  
*Mark Devooght*  
By: \_\_\_\_\_  
Name: Mark Devooght  
Title: President, Secretary and Treasurer

**DSD PARTNERS, LLC,**  
a Virginia limited liability company

DocuSigned by:  
*Mark Devooght*  
By: \_\_\_\_\_  
Name: Mark Devooght  
Title: CEO and President

**LENDER:**

**PRIDES CROSSING CAPITAL II FUNDING, L.P.,** a Delaware limited partnership

By: Prides Crossing Capital II GP, LLC,  
Its: General Partner

By: \_\_\_\_\_  
Name: Karen Liesching  
Title: Manager

The parties have executed this Intellectual Property Security Agreement as of the date first written above.

**COMPANY:**

**DSD ACQUISITION LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Mark Devooght  
Title: CEO and President

**DSD ACQUISITION HOLDINGS INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Mark Devooght  
Title: President

**DSD PARTNERS, LLC,**  
a Virginia limited liability company

By: \_\_\_\_\_  
Name: Michael S. Waters  
Title: President

**LENDER:**

**PRIDES CROSSING CAPITAL II FUNDING,**  
L.P., a Delaware limited partnership

By: Prides Crossing Capital II GP, LLC,  
Its: General Partner

By: Karen Liesching  
Name: Karen Liesching  
Title: Manager



SCHEDULE A

**Copyrights**

None.

SCHEDULE B

**Patents**

None.

SCHEDULE C

**Trademarks**

<u>Owner of Record</u>	<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Reg. Date</u>
DSD PARTNERS, INC.	SMARTORDER	US	6050021	05/05/2020
DSD PARTNERS, INC.	TECHNOLOGY WITH A HUMAN TOUCH	US	5938307	09/13/2020
DSD PARTNERS, INC.	DSD MONITOR	US	5016465	08/09/2016
DSD PARTNERS, INC.	HEAVENLY SENT	US	4234802	10/30/2012
DSD PARTNERS, INC.	DSDPIPELINE	US	6230358	12/22/2020

**Trademark Applications**

<u>Owner of Record</u>	<u>Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>
DSD PARTNERS, INC.	INVOI	US	90172226	09/10/2020
DSD PARTNERS, INC.	ASNOW	US	90172143	09/10/2020
DSD PARTNERS, INC.	SKUVISTA	US	90189269	09/17/2020