

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641007

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900606085

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
eCapital Freight Factoring, Inc.		02/10/2021	Corporation: ONTARIO
eCapital Freight Factoring Corp.		02/10/2021	Corporation: FLORIDA
Capital Partners Services Corp.		02/10/2021	Corporation: CALIFORNIA
eCapital Freight Factoring, LTD.		02/10/2021	Corporation: ONTARIO
eCapital Freight Factoring ITC Inc.		02/10/2021	Corporation: ONTARIO
eCapital Commercial Finance Corp.		02/10/2021	Corporation: FLORIDA
eCapital Commercial Finance (Canada) Corp.		02/10/2021	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC
Street Address:	14241 Dallas Parkway, Suite 1300
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5098285	ECAPITAL
Registration Number:	4735905	ECAPITAL
Registration Number:	4673165	ECAPITAL
Registration Number:	4995734	CASH FLOW AT THE SPEED OF YOUR BUSINESS
Registration Number:	5205053	FUNDING AT THE SPEED OF YOUR TRANSPORTAT
Registration Number:	5798502	FACTORING MADE SIMPLE
Registration Number:	4856143	HELLO CASH FLOW
Registration Number:	4595657	FREIGHT CAPITAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4694740	FREIGHTCHECK
Registration Number:	4559118	CC CASHFLOW DIRECT
Serial Number:	88400790	FASTTRAC FACTORING
Serial Number:	88400765	FASTTRAC FACTORING

CORRESPONDENCE DATA

Fax Number:

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.

Email: njohnson@chapman.com

Correspondent Name: Nicole Johnson

Address Line 1: 595 Market Street

Address Line 2: #2600

Address Line 4: San Francisco, CALIFORNIA 94109

NAME OF SUBMITTER:	Nicole Johnson
SIGNATURE:	/Nicole Johnson/
DATE SIGNED:	04/21/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th day of February, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Loan and Security Agreement dated as of February 10, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan and Security Agreement") by and among eCapital Freight Factoring, Inc., an Ontario corporation ("eCapital Inc."), eCapital Freight Factoring Corp., a Florida corporation ("eCapital"), Capital Partners Services Corp., a California corporation ("CPSC"), eCapital Freight Factoring, Ltd., an Ontario corporation ("eCapital Ltd."), eCapital Freight Factoring ITC Inc., an Ontario corporation ("eCapital ITC"), eCapital Commercial Finance Corp., a Florida corporation ("eCapital Commercial"), and eCapital Commercial Finance (Canada) Corp., a Canada federal corporation ("eCapital Commercial Canada", together with eCapital Inc., eCapital, CPSC, eCapital Ltd., eCapital ITC and eCapital Commercial, each, a "Borrower" and collectively, "Borrowers"), the lenders from time to time party thereto (each, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Loan and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Obligations, a continuing security interest (the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) trade names, registered trademarks, trademark applications, registered service marks and service mark applications to which it is party including those listed on Schedule I, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof,

(v) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of each Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks");

(b) all of its (i) licenses or other similar rights provided to such Grantor in or with respect to Trademarks owned or controlled by any other Person, and (ii) any licenses or other similar rights provided to any other Person in or with respect to Trademarks owned or controlled by such Grantor, in each case, including (x) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses), (y) the license agreements listed on Schedule I, and (z) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Lender Group's rights under the Loan Documents (collectively, the "Trademark Licenses");

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Loan and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan and Security Agreement, the Loan and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and

all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

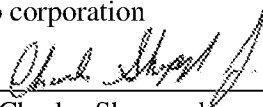
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 13 OF THE LOAN AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows.]

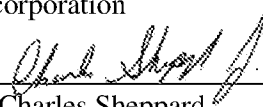
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

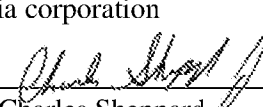
ECAPITAL FREIGHT FACTORING, INC.,
an Ontario corporation

By: 
Name: Charles Sheppard
Title: President

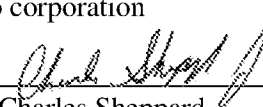
ECAPITAL FREIGHT FACTORING CORP.,
a Florida corporation

By: 
Name: Charles Sheppard
Title: President

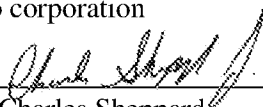
CAPITAL PARTNERS SERVICES CORP.,
a California corporation

By: 
Name: Charles Sheppard
Title: President

ECAPITAL FREIGHT FACTORING, LTD.,
an Ontario corporation

By: 
Name: Charles Sheppard
Title: President

ECAPITAL FREIGHT FACTORING ITC INC.,
an Ontario corporation

By: 
Name: Charles Sheppard
Title: President

ECAPITAL COMMERCIAL FINANCE CORP.,
a Florida corporation

By: _____
Name: David Ciccolo
Title: President and CEO

**ECAPITAL COMMERCIAL FINANCE (CANADA)
CORP.,** a Canada federal corporation

By: _____
Name: David Ciccolo
Title: President and CEO

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ECAPITAL FREIGHT FACTORING, INC.,
an Ontario corporation

By: _____
Name: Charles Sheppard
Title: President

ECAPITAL FREIGHT FACTORING CORP.,
a Florida corporation

By: _____
Name: Charles Sheppard
Title: President

CAPITAL PARTNERS SERVICES CORP.,
a California corporation

By: _____
Name: Charles Sheppard
Title: President

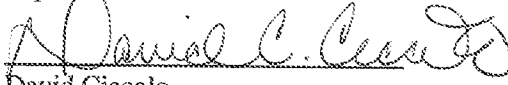
ECAPITAL FREIGHT FACTORING, LTD.,
an Ontario corporation

By: _____
Name: Charles Sheppard
Title: President

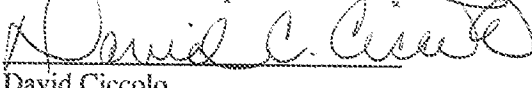
ECAPITAL FREIGHT FACTORING ITC INC.,
an Ontario corporation

By: _____
Name: Charles Sheppard
Title: President

ECAPITAL COMMERCIAL FINANCE CORP.,
a Florida corporation

By: 
Name: David Ciccolo
Title: President and CEO

**ECAPITAL COMMERCIAL FINANCE (CANADA)
CORP.,** a Canada federal corporation

By: 
Name: David Ciccolo
Title: President and CEO

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 

Name: Aldo Cuellar

Title: AVP, Relationship Manager



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 007259 FRAME: 0971

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
eCapital Freight Factoring Corp. (f/k/a eCapital Corp.)	United States	eCapital (principal register)	5,098,285	12/13/16
eCapital Freight Factoring Corp.	United States		4,735,905	5/12/15
eCapital Freight Factoring Corp.	United States	eCapital (supplemental register)	4,673,165	7/3/13
eCapital Freight Factoring Corp.	United States	Cash Flow at the Speed of Your Business	4,995,734	7/12/16
eCapital Freight Factoring Corp.	United States	Funding at the Speed of Your Transportation Business	5,205,053	5/16/17
eCapital Freight Factoring Corp.	United States	Factoring Made Simple	5,798,502	7/9/19
eCapital Freight Factoring Corp.	United States	Hello Cash Flow	4,856,143	11/17/15
eCapital Freight Factoring Corp.	United States	Freight Capital	4,595,657	9/2/14
eCapital Freight Factoring Corp.	United States	FreightCheck	4,694,740	3/3/15
eCapital Commercial Finance Corp.	United States		4,559,118	7/1/14
eCapital Freight Factoring, Inc.	United States		88,400,790	4/24/19
eCapital Freight Factoring, Inc.	United States	FASTTRAC FACTORING	88,400,765	4/24/19

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None

Trademark Licenses

<u>LICENSEES</u>	<u>LICENSOR</u>	<u>COUNTRY/ STATE</u>	<u>REGISTRATION/ APPLICATION NUMBER, IF ANY</u>	<u>DESCRIPTION</u>
eCapital Enterprises Corp. eCapital Factoring Corp. eCapital Commercial Finance (Holding) Corp. eCapital Freight Factoring (East) Corp. eCapital Commercial Finance Corp. eCapital Factoring (Holding) Corp. eCapital Commercial Financing Corp. eCapital Staff Factoring Corp. Prosperity Funding, Inc.	eCapital Freight Factoring Corp.	U.S.	5,098,285 4,673,165 (Supp. Reg.) 4,735,905 4,995,734 5,205,053 5,798,502 4,856,143 4,595,657 (collectively, the "Licensed Marks")	Royalty-free, non-exclusive license and right to use the Licensed Marks