

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CROSSROADS COURIER INC.		04/16/2021	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	CARROLLTON BANK		
Street Address:	3050 West Clay Street		
City:	St. Charles		
State/Country:	MISSOURI		
Postal Code:	63301		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90615216	CROSSROADS COURIER	
CORRESPONDENCE DATA			
Fax Number:	3148624656		
<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:	314-333-3932		
Email:	sfaction@spencerfane.com		
Correspondent Name:	Glenn K. Robbins II, Spencer Fane LLP		
Address Line 1:	1 North Brentwood Blvd., Suite 1000		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	5025637-82 STL		
NAME OF SUBMITTER:	Glenn K. Robbins II		
SIGNATURE:	/Glenn K. Robbins II/		
DATE SIGNED:	04/28/2021		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of April 16, 2021, is made by and between by and between CROSSROADS COURIER INC., a Missouri corporation (the "Borrower"), whose address is 2008 Altom Court, Maryland Heights, Missouri 63146, and CARROLLTON BANK, an Illinois state-chartered bank, its successors and assigns (together with its successors and assigns, the "Lender"), whose address is 3050 West Clay Street, St. Charles, Missouri 63301.

WHEREAS, Borrower and Lender entered into that certain Loan and Security Agreement dated as of March 26, 2021 (the "Loan Agreement") between the Borrower and Lender and as part of the Loan Agreement, Borrower requested Lender to grant an extension of credit to Borrower under the terms of that certain Term Note executed by Borrower and made payable to the order of Lender dated as of March 26, 2021 in the original principal amount of \$7,000,000.00, and that certain Revolving Note executed by Borrower and made payable to the order of Lender dated as of March 26, 2021 in the maximum principal amount of \$1,000,000.00 (collectively, the "Note"); and

WHEREAS, to induce Lender to make the Loans to Borrower under the Note, Borrower has agreed to grant Lender a security interest in all of Borrower's patents, trademarks, copyrights and other intellectual property;

NOW, THEREFORE, based on these recitals, the mutual covenants, terms, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Copyright Office" means the United States Copyright Office.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Missouri.

(b) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement will have the meanings assigned to them in the UCC.

(c) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Borrower; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Note shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of Borrowers' obligation to Lender under the Note and all other Loan Documents (as defined in the Note), Borrower hereby grants to Lender a security interest in, and a mortgage upon, all of Borrower's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (including any such trademarks, service marks, or other marks or tradenames but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Schedule B), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Borrower connected with and symbolized by any of the aforementioned properties and assets;

(iv) All of Borrower's present and future copyright registrations, including Borrower's United States copyright registrations listed in Schedule C to this Agreement, all of Borrower's present and future applications for copyright registrations, including Borrower's United States applications for copyright registrations listed in Schedule D to this Agreement, and all of Borrower's present and future copyrights that are not registered in the Copyright Office, including, without limitation, derivative works (collectively, the "Copyrights"), and any and all royalties, payments, and other amounts payable to Borrower in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(v) All of Borrower's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;

(vi) All present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights;

(vii) all general intangibles and all intellectual or other intangible property of Borrower of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including but not limited to internet web domains; and

(viii) all cash and non-cash proceeds, replacements of, substitutions for and accessions of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included all payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing in no event shall the Collateral include any application for registration of a Trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest pledged.

(b) Continuing Security Interest. Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Note. This Agreement has been entered into in conjunction with the security interests granted to Lender under the Note or other security documents referred to therein. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to and are in addition to those set forth in the Note or any other Loan Documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Borrower represents and warrants to Lender and covenants and agrees with Lender, the following:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by Borrower, in whole or in part, is set forth in Schedule A.

(b) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications or registrations owned by Borrower, in whole or in part, is set forth in Schedule B.

(c) Copyright Registrations. A true and correct list of all of Borrower's United States copyright registrations is set forth in Schedule C.

(d) Applications for Copyright Registration. A true and correct list of all of Borrower's United States applications for copyright registrations is set forth in Schedule D.

(e) Verification. Any officers, employees or agents of Lender shall have the right, at any time or times hereafter, in the name of Lender or Borrower or in the name of a nominee of Lender, to verify the validity, amount or any other matter relating to any Collateral by mail, telephone, telegraph or otherwise. All reasonable costs, fees and expenses relating thereto incurred by Lender (or for which Lender becomes obligated) during the continuation of any Event of Default or any event which with the passage of time or the giving of notice or both would become an Event of Default under this Agreement shall become part of the Secured Obligations and be payable by Borrower to Lender on demand;

(f) Records. Borrower will at all times maintain a record of Collateral at its chief executive office, keeping correct and accurate records itemizing and describing the Collateral, all of which records shall be available during Borrower's usual business hours at the request of any of Lender's officers, employees or agents. Borrower will cooperate fully with Lender and its officers, employees and agents who have the right at any time or times to inspect the Collateral and the records with respect thereto; and

(g) Priority. All of the Collateral is subject to a first priority perfected security interest in favor of the Lender.

SECTION 5. Representations and Covenants of Borrower. Borrower hereby represents and warrants to Lender, and covenants and agrees with Lender, that:

(a) Borrower is a corporation duly organized, validly existing and in good standing under the laws of the state of its organization. Borrower's exact legal name is as set forth in the preamble of this Agreement and, except as previously disclosed to Lender, Borrower has not during the past five (5) years conducted business under any other name. Borrower does not now, nor will Borrower at any time during the term of this Agreement, conduct business under any name other than its exact legal name. Borrower's organizational identification number is 00493526. Borrower will not change its type of organization, its jurisdiction of organization, its name or its organizational identification number unless (i) Borrower gives Lender at least thirty (30) days prior written notice of the same, (ii) such change is permitted pursuant to the terms of the Note and the other Loan Documents and (iii) prior to making any such change, Borrower executes (if necessary) and/or obtains and delivers to Lender any and all additional financing statements and/or amendments thereto and/or other agreements, documents or notices as may be required by Lender;

(b) Borrower has full corporate right, power and authority to execute, deliver and perform its obligations under this Agreement and to grant to Lender the security interest in and lien on the Collateral hereby stated to be granted;

(c) The individual executing this Agreement on behalf of Borrower has been duly elected and qualified and has been duly authorized and empowered to execute, deliver and perform the terms of this Agreement on behalf of Borrower;

(d) The execution, delivery and performance of this Agreement by Borrower does not and will not violate any of the terms or provisions of the Articles of Organization or Operating Agreement of Borrower;

(e) The execution, delivery and performance of this Agreement by Borrower does not and will not violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Borrower or the terms of any indenture, agreement, document, instrument or undertaking to which Borrower is a party or by which it or any of its properties is bound;

(f) Borrower's chief executive office the location of the office where Borrower keeps its books and records respecting the Collateral is 2008 Altom Court, Maryland Heights, Missouri 63146;

(g) Borrower is, or, as to Collateral acquired by Borrower after the date hereof, will be, the sole and absolute owner of all of the Collateral owned by Borrower, free and clear of any and all liens and claims of any kind or nature whatsoever, and Borrower will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein;

(h) Except for filings by Lender, no financing statement covering any of the Collateral is or will be on file in any public office at any time during the term of this Agreement other than such of the same as necessary to perfect Lender's security interest in and lien on the Collateral and those of the same, if any, disclosed in the Note;

(i) Borrower will not, without the prior written consent of Lender, sell, transfer, lease,

license or otherwise dispose of or offer to dispose of any of the Collateral or any interest therein;

(j) Borrower will permit Lender to examine and inspect the Collateral or any part thereof, wherever located, at any reasonable time or times; provided that in the exercise of this right, Lender agrees to use its best efforts to avoid material interference with each Borrower's business operations;

(k) Borrower hereby irrevocably authorizes Lender at any time and from time to time to file in any Uniform Commercial Code jurisdiction initial financing statements and/or any amendments thereto;

(l) Borrower will reimburse Lender upon demand for all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by Lender in seeking to collect or enforce any rights under this Agreement or incurred by Lender in seeking to collect or enforce any of the Secured Obligations, all of which costs and expenses shall constitute a part of the Secured Obligations and be payable by Borrower to Lender on demand.

SECTION 6. Further Acts. On a continuing basis, Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the first perfected security interest granted or purported to be granted hereby, to ensure Borrower's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, the Copyright Office or any applicable office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO, the Copyright Office, or any other office necessary for perfection of the security interests herein granted at the expense of Borrower. In addition, Borrower authorizes Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Lender. If Borrower shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, Borrower shall immediately notify Lender in a writing signed by Borrower of the brief details thereof and grant to the Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Lender.

SECTION 7. Authorization to Supplement. If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Lender with respect to any such new Collateral or renewal or extension of any Collateral registration. Without limiting Borrower's obligations under this Section 7, Borrower authorizes Lender to modify this Agreement by amending Schedules A, B, C and D to include any such new patent, trademark rights, copyrights or applications therefor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any Schedule shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on a Schedule hereto.

SECTION 8. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Lender and its successors and assigns. Borrower may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Documents.

SECTION 9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Missouri, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Missouri.

SECTION 10. Entire Agreement; Amendment. This Agreement, the Note, and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Note. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 7 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Note, the provision giving Lender greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Lender under the Note.

SECTION 11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 12. Termination. Upon payment and performance in full of the Indebtedness, the security interests created by this Agreement shall terminate and Lender (at Borrower's expense) shall promptly execute and deliver to Borrower such documents and instruments reasonably requested by Borrower as shall be reasonably necessary to evidence termination of all such security interests given by Borrower to Lender hereunder, including without limitation cancellation of this Agreement by written notice from Lender to the PTO.

SECTION 13. No Inconsistent Requirements. Borrower acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative, and all shall be performed and satisfied in accordance with their respective terms.

SECTION 14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 15. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Note.

SECTION 16. Power of Attorney. Upon an event of a Default under the Loan Agreement or Note, the Lender is hereby fully authorized and empowered (without the necessity of any further consent or authorization from the Borrower) and the right is expressly granted to the Lender, and the Borrower hereby constitutes, appoints and makes the Lender as the Borrower's true and law attorney-in-fact and agent for the Borrower and in the Borrower's name, place and stead with full power of substitution, in the Lender's name or the Borrower's name or otherwise, for the Lender's sole use and benefit, but at the Borrower's cost and expense, to exercise, after the occurrence of an Event of Default that is not cured or waived by the Lender, all or any of the following powers at any time with respect to all or any of the Collateral after the occurrence of any Event of Default under the Note, the other Loan Documents or under this Agreement which has not been timely cured: (a) to notify account Borrower or the obligors on the Collateral and the

related rights to make and deliver payments to the Lender; (b) to demand, sue for, collect, receive and give acquittances for any and all monies due or to become due by virtue thereof and otherwise deal with proceeds; (c) to receive, take, endorse, assign and deliver any and all checks, notes, drafts, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by the Lender in connection therewith; (d) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto; (e) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof or the relative goods, as fully and effectively as if the Lender were the absolute owner thereof; and (f) to extend the time of payment of any or all thereof and to grant waivers and make any allowance or other adjustment with reference thereto; provided, however, the Lender will be under no obligation or duty to exercise any of the powers hereby conferred upon it and will be without liability for any act or failure to act in connection with the collection of, or the preservation of any rights under, any Collateral.

SECTION 17. Default; Remedies. On the occurrence of any Event of Default which has not been cured or if the Borrower fails to keep, observe, comply with and perform all of the obligations and undertakings under this Agreement or any of the other Loan Documents or fails to pay any Borrower's obligations under the Note when due, then, and in any such event, the Lender may, at its option and without notice to any party, declare all or any portion of the Secured Indebtedness to be immediately due and payable and may proceed to enforce payment of the same, to exercise any or all rights and remedies provided herein, in the other Loan Documents, and by the UCC and otherwise available at law or in equity. All remedies hereunder are cumulative, and any indulgence or waiver by the Lender will not be construed as an abandonment of any other right hereunder or of the power to enforce the same or another right at a later time. Whether the Lender elects to exercise any other rights or remedies under this Agreement or applicable law, the Lender will be entitled to have a receiver appointed to take possession of the Collateral without notice, which notice the Borrower hereby waives, notwithstanding anything contained in this Agreement or any law heretofore or hereafter enacted.

SECTION 18. Inconsistencies with the Loan Agreement. To the extent any terms hereof are inconsistent with the terms of the Loan Agreement, the terms of the Loan Agreement will control.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

BORROWER:

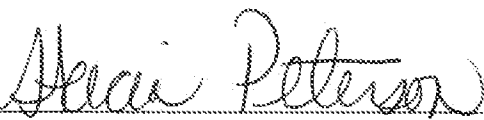
CROSSROADS COURIER INC.,
a Missouri corporation

By: 
Zachariah S. Bezdek, President

AGREED AND ACCEPTED:

LENDER:

CARROLLTON BANK,
an Illinois state-chartered bank

By: 
Stacia Peterson, Senior Vice President

**SCHEDULE A
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS, SERVICE MARKS AND TRADENAMES**

Owner: Crossroads Courier Inc., a Missouri corporation

Type: Pending Application For Federal Registration
Mark: CROSSROADS COURIER
G/S Class-Description: Courier services; Transportation and storage of goods; Warehousing services
(Class 039)
USPTO Serial No.: 90/615,216
Filing Date: March 31, 2021

Type: Common Law Trademark
Mark: CROSSROADS COURIER

SCHEDULE B
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

[None.]

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS

[None.]

SCHEDULE D
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
APPLICATIONS FOR COPYRIGHT REGISTRATIONS

[None.]