

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARGOMATIC, INC.		04/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALLY BANK, as Agent		
Street Address:	300 Park Avenue, 4th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5964645	CARGOMATIC	
Registration Number:	5743957	CARGOMATIC	
Registration Number:	5743958	CARGOMATIC	
Registration Number:	5743959	CARGOMATIC	
Registration Number:	6056838	CARGOMATIC	
Registration Number:	4678843	CARGOMATIC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1364967 TM		
NAME OF SUBMITTER:	Robin Dunn		
SIGNATURE:	/Robin Dunn/		
DATE SIGNED:	04/29/2021		

OP \$165.00 5964645

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 28, 2021 by and between ALLY BANK, as administrative agent and collateral agent to the Lenders, as defined below ("*Agent*") and CARGOMATIC, INC., a Delaware corporation (the "*Grantor*").

RECITALS

A. Reference is made to that certain Loan and Security Agreement, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; Capitalized terms used herein are used as defined in the Loan Agreement) by and among the Agent, Ally Bank, as lender and the other lenders from time to time party thereto ("*Lenders*"), and Grantor.

B. Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the "*Loans*") to Grantor in the amounts and manner set forth in Loan Agreement.

C. Extension of credit by the Lenders pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Agent, for the benefit of Agent and Lenders, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Documents to which it is a party.

D. Pursuant to the terms of a Loan Agreement, Grantor has granted to Agent, for the benefit of Agent and Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined therein).

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 Documents to which it is a party and all other agreements now existing or hereafter arising between Grantor on the one hand, and Agent and/or Lenders on the other hand, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Documents and under any other agreement now existing or hereafter arising between Grantor on the one hand, and Agent and/or Lenders on the other hand, Grantor grants and pledges to Agent, for the benefit of Agent and Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Designs listed on Exhibits A, B and C hereto), except for any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to

Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, 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, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "*Intellectual Property Collateral*").

This security interest is granted in conjunction with the security interest granted to Agent, for the benefit of Agent, under the Loan Documents. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent of any one or more of the rights, powers or remedies provided for in this 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 Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with the United States Patent and Trademark Office or the United States Copyright Office as applicable, except for any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

CARGOMATIC, INC.

Richard M. Gerstein

Richard M. Gerstein (Apr 23, 2022 02:17 PST)

By: _____

Name: Richard Gerstein

Title: President and Chief Executive Officer

Address of Grantor:

211 E Ocean Blvd.

Long Beach, CA 90802

Bank:

ALLY BANK

By: _____

Name: _____

Title: _____

Address of Bank:

300 Park Avenue, 4th Floor

New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

TRADEMARK

REEL: 007274 FRAME: 0343

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

CARGOMATIC, INC.


By: _____
Name: Richard Gerstein
Title: President and Chief Executive Officer

Address of Grantor:

211 E Ocean Blvd.
Long Beach, CA 90802

Bank:

ALLY BANK

By: 
Name: RICHARD J. SULLIVAN
Title: AUTHORIZED SIGNATORY

Address of Bank:

300 Park Avenue, 4th Floor
New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

Grantor	Trademark	Application/ Trademark No.	Issue Date
Cargomatic, Inc.	cargomatic	5964645	1/21/2020
Cargomatic, Inc.	cargomatic	5743957	5/7/2019
Cargomatic, Inc.	cargomatic	5743958	5/7/2019
Cargomatic, Inc.	cargomatic	5743959	5/7/2019
Cargomatic, Inc.	cargomatic	6056838	5/19/2020
Cargomatic, Inc.	CARGOMATIC	4678843	1/27/2015