

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VANTAGE POINT LOGISTICS, INC.	FORMERLY VANTAGE POINT LOGISTICS, LLC	11/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SAAS CAPITAL FUND III(b), LP		
Street Address:	1311 Vine Street		
Internal Address:	Attn: Stephanie Fortener		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5892412	VPL CONVEY	
Registration Number:	5710247	VPL CONNECT	
Registration Number:	5249113	VANTAGE POINT LOGISTICS	
Registration Number:	5525425	VPL SURPASS	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	2165665546		
Email:	mae.smith@thompsonhine.com		
Correspondent Name:	Justin Powell, Esq.		
Address Line 1:	127 Public Square, 3900 Key Center		
Address Line 2:	Thompson Hine LLP		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Justin Powell		
SIGNATURE:	/Justin Powell/		
DATE SIGNED:	11/24/2021		
Total Attachments: 7			

OP \$115.00 5892412

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement is entered into as of November 23, 2021, by and between SAAS CAPITAL FUND III(b), LP, a Delaware limited partnership (“Grantee”) and VANTAGE POINT LOGISTICS, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Grantee has agreed to make certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Grantee and Grantor dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”).

B. The term “Patents” means all patents, patent applications and like protections including without limitation design and utility patents, utility models, industrial designs, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and the inventions disclosed or claimed therein.

C. The term “Trademarks” means trade names, trademarks, service marks and applications therefor, whether registered or not, trade dress, and all of the goodwill of the business of Grantor connected with and symbolized by such trademarks, service marks and trade dress.

D. The term “Copyrights” means all works of authorship, copyrights, copyright applications, copyright registration and like protection in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, and including all moral rights included or embodied therein.

E. The term “Trade Secrets” means any trade secret rights, including any rights to unpatented inventions, know-how and confidential information now owned or hereafter acquired.

F. Capitalized terms used herein, but not otherwise defined are as defined in the Loan Agreement and this Agreement constitutes a Loan Document as defined in the Loan Agreement. Grantee is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Patents, Trademarks, Copyrights and Trade Secrets to secure the obligations of Grantor under the Loan Agreement and other Loan Documents.

G. Pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a first priority security interest (subject to Permitted Liens) in all of 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 the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Grantee a first priority security interest (subject only to Permitted Liens) in all of Grantor’s right, title and interest in, to and under its Patents, Trademarks and Copyrights (including without limitation those Patents, Trademarks and Copyrights listed on Exhibits A, B and C, respectively, hereto), 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, in each case whether now existing or hereafter acquired.

This security interest is granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and any of the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein, in the Loan Agreement or any of the other 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 Grantee of any one or more of the rights, powers or remedies provided for herein, in 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 Grantee, of any or all other rights, powers or remedies.

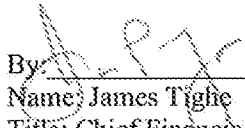
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4875-9650-0740.2

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

GRANTOR:

VANTAGE POINT LOGISTICS, INC.

By: 
Name: James Tighe
Title: Chief Financial Officer

Address of Grantor:

Vantage Point Logistics, Inc.
440 Polaris Parkway
Suite 400
Westerville, OH 43082
Attn: James Tighe

GRANTEE:

SAAS CAPITAL FUND III(b), LP

By: SC GP III(b), LLC
Its: General Partner

By: _____
Name: Steve Jaffee
Title: Manager

Address of Grantee:

SaaS Capital Fund III(b), LP
1311 Vine Street
Cincinnati, Ohio 45202
Attn: Steve Jaffee

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GRANTOR:

VANTAGE POINT LOGISTICS, INC.

By: _____

Name: James Tighe

Title: Chief Financial Officer

Address of Grantor:

Vantage Point Logistics, Inc.

440 Polaris Parkway

Suite 400

Westerville, OH 43082

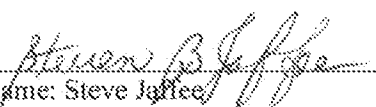
Attn: James Tighe

GRANTEE:

SAAS CAPITAL FUND III(b), LP

By: SC GP III(b), LLC

Its: General Partner

By:  _____

Name: Steve Jaffee

Title: Manager

Address of Grantee:

SaaS Capital Fund III(b), LP

1311 Vine Street

Cincinnati, Ohio 45202

Attn: Steve Jaffee

EXHIBIT A

Patents

None.

Exhibit A

TRADEMARK
REEL: 007506 FRAME: 0213

EXHIBIT B

Trademarks

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
VPL CONVEY	Vantage Point Logistics, Inc.	88020782	Jun. 29, 2018	5892412	Oct. 22, 2019
VPL CONNECT	Vantage Point Logistics, Inc. (f/k/a Vantage Point Logistics, LLC)	87267086	Dec. 13, 2016	5710247	Mar. 26, 2019
VANTAGE POINT LOGISTICS	Vantage Point Logistics, Inc. (f/k/a Vantage Point Logistics, LLC)	87158002	Sep. 01, 2016	5249113	Jul. 25, 2017
VPL SURPASS	Vantage Point Logistics, Inc. (f/k/a Vantage Point Logistics, LLC)	87158001	Sep. 01, 2016	5525425	Jul. 24, 2018

EXHIBIT C

Copyrights

None.

Exhibit C