

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Direct Logistics, Inc.		12/31/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	1717 Main Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Texas Banking Association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5490750	TDM	
Registration Number:	3111293	DIRECT LOGISTICS	
Registration Number:	3404673	TRUCK DIRECT MAIL	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield		
Address Line 1:	201 South Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	01/13/2022		
Total Attachments: 13			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Direct Logistics, Inc.)

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 31, 2021, by and between COMERICA BANK ("Bank") and DIRECT LOGISTICS, INC., a Texas corporation ("Grantor").

RECITALS

A. Bank agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor, Royal Alliances, Inc., a Delaware corporation ("Royal") and Access Mail Processing Services, LLC, a Florida limited liability company ("Access Mail" and together with Royal and Grantor, the "Co-Borrowers" and each a "Co-Borrower") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank and Co-Borrowers, dated as 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.

B. Bank is willing to make the Loans to Co-Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Co-Borrowers under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 each Co-Borrower's obligations under the Loan Agreement and all other agreements now existing or hereafter arising between each Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure each Co-Borrower's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, 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 in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor acknowledges and agrees that Bank may, in its sole discretion, amend and file or re-file this Agreement with the applicable governmental agency, without first obtaining Grantor's approval of or signature to such amendment, by amending Exhibits A, B and C hereto to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the date hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims to have any right, title or interest.

The parties agree that this Agreement may be executed by electronic signatures. The parties further agree that the electronic signature of a party to this Agreement or any Loan Document shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement or any such Loan Document, and that any electronically signed document (including this Agreement or any Loan Document) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures. If Bank determines in its sole discretion that this Agreement has not been timely executed by Co-Borrowers, then this Agreement shall be considered null and void. Grantor hereby agrees that Bank shall not have any liability of any nature or kind to any a loan party, including, but not limited to Grantor, in connection therewith.

The parties agree that the electronically executed copy of this Agreement (version 4) replaces the prior version of this Agreement (version 3) circulated on December 31, 2021 for execution.

[Remainder of Page Intentionally Left Blank]

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:

Address of Grantor:

8200 Springwood Drive, Suite 250
Irving, TX 75063

DIRECT LOGISTICS, INC.

By:  3148429284BE4EC

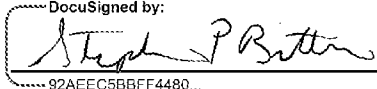
Name: Aaron McDaniel
Title: President

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By:  92AEEC5BBFF4480...

Name: Stephen Bitter
Title: Senior Vice President

EXHIBIT A

Copyrights

None.

[Exhibit A]

Bodman_18240152_4

TRADEMARK
REEL: 007559 FRAME: 0219

EXHIBIT B

Patents


None.

[Exhibit B]

Bodman_18240152_4

TRADEMARK
REEL: 007559 FRAME: 0220

EXHIBIT C**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	87/652512	10/19/2017	5,490,750	6/12/2018
DIRECT LOGISTICS	78/514418	11/10/2004	3,111,293	7/4/2006
TRUCK DIRECT MAIL	77/216748	6/27/2007	3,404,673	4/1/2008

[Exhibit C]

Bodman_18240152_4

TRADEMARK
REEL: 007559 FRAME: 0221

Consent to Electronic Delivery of Terms & Conditions**ESIGN Disclosure and Consent**

Please read this Disclosure and Consent carefully and keep a copy for Your records.

Required Acceptance for Electronic Delivery of Commercial Loan Documents. Prior to receiving certain commercial loan documents and other documents, You, as an authorized signer for the entity and on behalf of the entity ("You" and "Your") must agree to our terms and conditions (the "**Terms**"). Before agreeing to the Terms, You will need to consent to receive them electronically. You can consent to receive the Terms electronically by clicking in the Consent box below. In doing so, You acknowledge that You have read this ESIGN Disclosure and Consent (the "**Consent**") and agree to the electronic delivery of the Terms and all future amendments and updates to the Terms, as well as copies of Your commercial loan documents and other documents.

Electronic Delivery of Terms. By placing an 'X' or a checkmark in the Consent box, You are consenting to receive the Terms and all future amendments and updates to the Terms, as well as copies of Your commercial loan documents and other documents electronically. In such case, Comerica agrees to provide the Terms and all future amendments and updates to the Terms, as well as copies of Your commercial loan documents and other documents to you electronically. In order to access, receive, and retain this Consent, the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents electronically, You must (i) have a pre-established email address, (ii) use a Comerica provided electronic device, and (iii) provide at Your own expense a computer or other electronic device capable of accessing the Internet and saving files and emails. Your computer/device must meet the minimum requirements outlined below.

To retain a copy of this Consent and the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents electronically, You must provide a pre-existing email address to which the documents will be sent. You will then need to save the documents, as well as the email to which they are attached, to the hard drive on Your computer or device. You may also print a copy of the documents.

Paper Delivery of Terms. You have the right to receive a paper copy of this Consent and the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents. To receive a paper copy at no charge, please call Your lender to make a request. They will print the documents for You and mail them to the address we have on file for Your loan.

System Requirements to Receive the Consent, Terms, and Other Documents. To receive an electronic copy of the Consent and the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents You must have the following equipment and software:

- Have a pre-established email service and address that is capable of receiving the delivery of emails with attachments. Your access to this page verifies that Your system/device or that electronic device provided by Comerica meets these requirements.

System Requirements to Sign and Retain Information. To retain an electronic copy of the Consent and the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents You must save them to the hard drive on Your computer or device. You may also print a copy of the Consent and the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents. The minimum system requirements for using DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>. To save them to Your hard drive, You must save them to the hard drive on Your computer or device that must meet the following requirements:

- A personal computer or other device which is capable of accessing the Internet, with an Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of either Microsoft® Internet Explorer version 8.0 (click to download the latest IE version <http://www.microsoft.com/windows/ie/downloads/default.asp>) and Your system or device must have 128-bit SSL encryption software. Your access to the email and opening its attachments verifies that Your browser and encryption software/device meet these requirements.
- You must have software which permits You to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>). Your access to the email and opening the attachments contained in the email verifies that Your system/device has the necessary software to permit You to receive and access PDF files.

Consent. By placing an 'X' or checkmark in the box, You, **Aaron McDaniel**, as an authorized signer for **Royal Alliances, Inc.** and on behalf of **Royal Alliances, Inc., Access Mail Processing Services, LLC and Direct Logistics, Inc.**, and on behalf of **Royal Alliances, Inc., Access Mail Processing Services, LLC and Direct Logistics, Inc.**, consent to the electronic delivery of the Terms. You also agree that Comerica Bank does not need to provide You with an additional paper (non-electronic) copy of the Terms, unless specifically requested.

Certificate Of Completion

Envelope Id: 93F0268B841746EB98DAC2997D1375ED

Status: Completed

Subject: Please DocuSign: Royal Alliances -- Intellectual Property Agreement re-sign

Borrower Name: Royal Alliances, Inc.

Document Type: Misc

Cost Center: 97447

Law Firm: Bodman LLP

Law Firm Counsel: Damali Sahu

Obligor Number: 8718348979

Guarantor:

Portfolio Manager: John Freeman

Portfolio Manager Email: JTFreeman@comerica.com

Relationship Manager: Stephen Bitter

Portfolio Manager Phone: 5124277140

Relationship Manager Email: spbitter@comerica.com

Relationship Manager Phone: 5124277162

Source Envelope:

Document Pages: 7

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 0

Rebecca Stein

AutoNav: Enabled

333 West Santa Clara Street 5th Floor

Envelopeld Stamping: Enabled

San Jose, 95113

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

rmstein@comerica.com

IP Address: 165.225.57.206

Record Tracking

Status: Original

Holder: Rebecca Stein

Location: DocuSign

1/4/2022 10:38:11 AM

rmstein@comerica.com

Signer Events**Signature****Timestamp**

Aaron McDaniel


amcdaniel@royalalliances.com

Manager

Bold Alliances LLC dna Royal Alliances

Security Level: Email, Account Authentication
(None), Authentication

DocuSigned by:



2149429284BE4FC...

Sent: 1/4/2022 11:15:54 AM

Viewed: 1/4/2022 11:18:11 AM

Signed: 1/4/2022 11:18:34 AM

Signature Adoption: Pre-selected Style

Using IP Address: 107.191.2.58

Authentication Details

SMS Auth:

Transaction: 65F89A1A06A007049192180337DAD30F

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 1/4/2022 11:17:48 AM

Phone: +1 817-689-3112

Electronic Record and Signature Disclosure:

Accepted: 10/29/2021 11:06:47 AM

ID: 74e8353a-26ae-4fb3-975f-53d4a36e1443

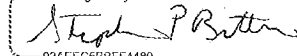
Stephen Bitter

spbitter@comerica.com

Senior Vice President

Security Level: Email, Account Authentication
(None)

DocuSigned by:



92AECC6B9FF4480...

Sent: 1/4/2022 11:18:39 AM

Viewed: 1/10/2022 9:25:32 AM

Signed: 1/10/2022 9:27:28 AM

Signature Adoption: Drawn on Device

Using IP Address: 165.225.216.166

Electronic Record and Signature Disclosure:

Accepted: 1/10/2022 9:25:32 AM

ID: 968a56dc-dbea-4b8d-9526-4259d476a4a5

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Fanny Dusastre Martinez FEDusastreMartinez@comerica.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/4/2022 11:15:54 AM
John Freeman JTFreeman@comerica.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/4/2022 11:15:54 AM
Karen Balmer klbalmer@comerica.com Paralegal Comerica Bank Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/4/2022 11:15:55 AM Viewed: 1/4/2022 11:18:17 AM
Nicole K. Cheng nkcheng@comerica.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/4/2022 11:15:55 AM
Rebecca Stein rmstein@comerica.com First Level Officer - Loan Closer Comerica Bank Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/4/2022 11:15:55 AM Resent: 1/10/2022 9:27:37 AM Viewed: 1/11/2022 8:25:51 AM
Stephen Bitter spbitter@comerica.com Senior Vice President Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/10/2022 9:25:32 AM ID: 968a56dc-dbea-4b8d-9526-4259d476a4a5	COPIED	Sent: 1/4/2022 11:15:54 AM

Carbon Copy Events**Status****Timestamp**

Wave 3 Loan Closing

Wave3LoanClosing@comerica.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 1/10/2022 9:27:31 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/4/2022 11:15:55 AM

Certified Delivered

Security Checked

1/10/2022 9:25:32 AM

Signing Complete

Security Checked

1/10/2022 9:27:28 AM

Completed

Security Checked

1/10/2022 9:27:32 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Comerica Bank (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Comerica Bank:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Comerica Bank of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at comerica@comerica.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Comerica Bank

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to comerica@comerica.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Comerica Bank

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Comerica Bank as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Comerica Bank during the course of your relationship with Comerica Bank.