

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shipware, LLC		02/25/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LBC Small Cap SBIC, L.P., as agent		
Street Address:	555 EAST LANCASTER AVENUE, SUITE 450		
City:	Radnore		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5382556	SHIPPING EXPERTISE. SAVINGS DELIVERED.	
Registration Number:	5212303	SHIPWARE	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	303-629-3400		
Email:	burtner.jody@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	505848-11		
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal		
SIGNATURE:	/Jody L. Burtner/		
DATE SIGNED:	03/02/2022		
Total Attachments: 8			
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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF OCTOBER 29, 2021 AMONG LBC SMALL CAP SBIC, L.P., A DELAWARE CORPORATION ("LBC"; TOGETHER WITH ANY OTHER HOLDERS OF THE SUBORDINATED DEBT FROM TIME TO TIME, ARE REFERRED TO HEREIN EACH, INDIVIDUALLY, AS A "SUBORDINATED CREDITOR" AND, COLLECTIVELY, AS THE "SUBORDINATED CREDITORS"), LBC, IN ITS CAPACITY AS AGENT FOR SUBORDINATED CREDITORS (IN SUCH CAPACITY, "SUBORDINATED AGENT"), SIB HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("PARENT"), SHIPWARE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("SHIPWARE"), SAGE MANAGEMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY ("SAGE"), THE FOX CONSULTING GROUP, LLC, AN OHIO LIMITED LIABILITY COMPANY ("FOX"), COST CONTROL ASSOCIATES, INC., A NEW YORK CORPORATION ("COST CONTROL"), SIB DEVELOPMENT & CONSULTING, INC., A DELAWARE CORPORATION ("SIB DEVELOPMENT"), AND SIB FIXED COST REDUCTION COMPANY, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY ("SIB REDUCTION"; AND, TOGETHER WITH PARENT, SHIPWARE, SAGE, FOX, COST CONTROL AND SIB DEVELOPMENT, EACH INDIVIDUALLY A "BORROWER" AND, COLLECTIVELY, THE "BORROWERS"; THE BORROWERS, TOGETHER WITH THE OTHER GUARANTORS (AS DEFINED IN THE SENIOR CREDIT AGREEMENT) PARTY TO THE SENIOR CREDIT AGREEMENT AND ANY SUBSIDIARIES OF PARENT HEREAFTER EXISTING THAT ARE OBLIGORS IN RESPECT OF THE SENIOR DEBT AND/OR THE SUBORDINATED DEBT ARE REFERRED TO HEREIN, COLLECTIVELY, AS THE "COMPANIES" AND EACH, INDIVIDUALLY, AS A "COMPANY"), AND TREE LINE CAPITAL PARTNERS, LLC ("TREE LINE"; TOGETHER WITH ANY OTHER HOLDERS OF THE SENIOR DEBT FROM TIME TO TIME, INDIVIDUALLY, AS A "SENIOR LENDER" AND, COLLECTIVELY, AS THE "SENIOR LENDERS"; AND IN ITS CAPACITY AS AGENT FOR THE SENIOR LENDERS, THE "SENIOR AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE COMPANIES PURSUANT TO OR IN CONNECTION WITH THAT CERTAIN CREDIT AGREEMENT DATED AS OF OCTOBER 29, 2021 AMONG THE BORROWERS, THE OTHER COMPANIES FROM TIME TO TIME PARTY THERETO, SENIOR AGENT AND SENIOR LENDERS, AS SUCH CREDIT AGREEMENT IS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of February 25, 2022, by SHIPWARE, LLC, a California limited liability company ("Grantor"), in favor of LBC SMALL CAP SBIC, L.P., as agent (in such capacity, "Grantee") for the Lenders.

W I T N E S S E T H

WHEREAS, Grantor, Grantee, the other Borrowers from time to time party thereto, and Lenders from time to time party thereto, are parties to that certain Amended and Restated Term Loan Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or

otherwise modified from time to time, the "Term Loan Agreement") providing for financial accommodations to be made to Grantor by Grantee and the Lenders;

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of April 10, 2020 among the Debtors (as defined in the Security Agreement) party thereto and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of Grantor's assets, including, without limitation, all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all of the Liabilities;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Term Loan Agreement and Security Agreement. The Term Loan Agreement and the Security Agreement and the respective terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Term Loan Agreement or the Security Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (subject only to Permitted Liens) (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

that:

3. Warranties and Representations. Grantor warrants and represents to Grantee

(i) Grantor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each Trademark of Grantor, free from any Liens or other restrictions, claims, rights, encumbrances or burdens (other than Permitted Liens);

(ii) Grantor has no actual knowledge of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Liabilities have been paid in full pursuant to the terms of the Term Loan Agreement (other than contingent indemnification or reimbursement obligations, if any, to the extent no unsatisfied claim giving rise thereto has been or is reasonably likely to be asserted), Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark which is necessary to, reasonably desirable in or otherwise material to the conduct of Grantor's business or enter into any other agreement with respect to any such Trademark, and Grantor further agrees that, except as otherwise specifically provided herein, it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. New Trademarks. If, before the Liabilities have been paid in full pursuant to the terms of the Term Loan Agreement (other than contingent indemnification or reimbursement obligations, if any, to the extent no unsatisfied claim giving rise thereto has been or is reasonably likely to be asserted), Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

6. Duties of Grantor. Grantor shall (i) file and prosecute diligently any and all trademark applications pending as of the date hereof or hereafter for Trademarks which are necessary or reasonably desirable in the conduct of Grantor's business, (ii) preserve and maintain all rights in the Trademarks which are necessary or reasonably desirable in the conduct of Grantor's business and (iii) ensure that the Trademarks necessary or reasonably desirable in the conduct of Grantor's business are and remain enforceable.

7. Grantee's Right to Sue. Upon the occurrence and during the continuance of a Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand,

reimburse and indemnify Grantee for all out-of-pocket costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by Grantee in the exercise of its rights under this Section 7.

8. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Term Loan Agreement or the Security Agreement, or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee, upon the occurrence and during the continuance of a Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full pursuant to the terms of the Term Loan Agreement. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

9. CHOICE OF LAW. THIS AGREEMENT SHALL BE DEEMED TO BE EXECUTED AND HAS BEEN DELIVERED AND ACCEPTED IN NEW YORK, NEW YORK BY SIGNING AND DELIVERING IT THERE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF NEW YORK.

10. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11. Counterparts. This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

12. Subordination Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder, are subject to the provisions of the

Subordination Agreement. In the event of any conflict between the terms of the Subordination Agreement and the terms of this Agreement, the terms of the Subordination Agreement shall govern and control. Notwithstanding anything to the contrary herein, until the Senior Debt is paid in full the requirement of this Agreement to deliver possession of Collateral to the Agent (or any like requirement) shall be deemed satisfied by the delivery of possession of such Collateral to the Senior Agent as bailee for the Agent as provided in the Subordination Agreement (or by otherwise complying with the terms of the Senior Debt Documents).

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SHIPWARE, LLC, a California limited liability company

By: 

Name: Patrick R. Corden

Title: Vice President

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

LBC SMALL CAP SBIC, L.P., a Delaware
limited partnership

By: LBC Small Cap Management GP, LLC
Its: General Partner


By: Don K. Rice
Name: Don K. Rice
Title: Partner

Address:
555 East Lancaster Avenue, Suite 450
Radnor, PA 19087
Tel: 215-883-7143
Email: drice@lbccredit.com

With a copy to (which shall not constitute notice):
Dorsey & Whitney LLP
50 South 6th Street
Suite 1500
Minneapolis, MN 55402
Attn: Kevin C. Dooley
E-mail: dooley.kevin@dorsey.com

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NUMBER / DATE	REGISTRATION NO. / DATE
SHIPPING EXPERTISE. SAVINGS DELIVERED.	87432108 May 1, 2017	5382556 January 16, 2018
	87105472 July 15, 2016	5212303 May 30, 2017