

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transfix, Inc.		08/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FUNDING IV TRUST		
Street Address:	7255 Woodmont Ave., Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97323067		
Serial Number:	97285285	TRANSFIX INTELLIGENT FREIGHT PLATFORM	
Serial Number:	97323073	TRANSFIX	
Serial Number:	97323106	TRANSFIX, THE INTELLIGENT FREIGHT COMPAN	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	dctrademark@hoganlovells.com		
Correspondent Name:	Greta D. Feldman of Hogan Lovells US LLP		
Address Line 1:	8350 Broad St. 17th Floor		
Address Line 4:	Tysons,, VIRGINIA 22102		
NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP		
SIGNATURE:	/Greta D. Feldman/		
DATE SIGNED:	08/01/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This Intellectual Property Security Agreement Supplement is entered into as of the 1st day of August, 2023 by and between **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent") and **TRANSFIX, INC.**, a Delaware corporation ("Transfix", and together with any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Grantors are party to that certain Intellectual Property Security Agreement, by and between Agent and the Grantors, dated as of April 22, 2021, as reaffirmed by that certain Reaffirmation Agreement, dated as of February 1, 2022 (as the same may have been otherwise amended, modified or supplemented from time to time prior to the date hereof, collectively, the "Existing IP Security Agreement"; capitalized terms used herein are used as defined in the Existing IP Security Agreement);

B. The Grantors wish to amend the Existing IP Security Agreement by supplementing the Intellectual Property Collateral therein with the Intellectual Property listed on the exhibits hereto.

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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property, other than Excluded Property (each as defined in the Credit Agreement), whether now owned or hereafter created, acquired or held, including, without limitation, the following:

- (a) Any and all Copyrights, including without limitation those set forth on Exhibit A attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;
- (b) Any and all Patents, including without limitation those set forth on Exhibit B attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;
- (c) Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;
- (d) Any and all Mask Works, including without limitation those set forth on Exhibit D attached hereto, as such exhibit may be further amended, modified or supplemented from time to time; and
- (e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

provided, that such Intellectual Property shall not, at any time, include any United States intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the creation by a Grantor of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, rule or regulation.

The Grantors hereby agree that the Intellectual Property listed on the exhibits hereto shall become a part of the Intellectual Property Collateral in the Existing IP Security Agreement and shall secure all Obligations in accordance with the terms of the Credit Agreement. The exhibits of the Existing IP Security Agreement shall be deemed amended to add the Intellectual Property listed on the exhibits to this IP Security Agreement Supplement. The rights and remedies of Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Existing IP Security Agreement.

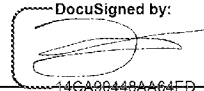
The provisions of the Existing IP Security Agreement regarding choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Intellectual Property Security Agreement Supplement.

[Signature Page Follows]

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

GRANTORS:

TRANSFIX, INC.

DocuSigned by:


By: _____

Name: Jonathan Salama

Title: Chief Executive Officer

AGENT:

MIDCAP FUNDING IV TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

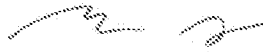
By: 
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT C

Trademarks

COUNTRY	TRADEMARK	STATUS	APP #	REG #	CLASS	APP DATE	REG DATE
Australia	TRANSFIX INTELLIGENT FREIGHT PLATFORM	Registered	2327365	1707415	9, 35, 39, 42	Aug-24-2022	Apr-18-2023
Brazil	TRANSFIX INTELLIGENT FREIGHT PLATFORM	Pending	501707415		9, 35, 39, 42	Aug-24-2022	
Canada	TRANSFIX INTELLIGENT FREIGHT PLATFORM	Pending	2233045		9, 35, 39, 42	Aug-24-2022	
EUTM	TRANSFIX INTELLIGENT FREIGHT PLATFORM	Registered	1707415	1707415	9, 35, 39, 42	Aug-24-2022	Jun-1-2023
Japan	TRANSFIX INTELLIGENT FREIGHT PLATFORM	Pending	1707415		9, 35, 39, 42	Aug-24-2022	
Mexico	TRANSFIX INTELLIGENT FREIGHT PLATFORM	Pending	2886806		9	Aug-24-2022	
Mexico	TRANSFIX INTELLIGENT FREIGHT PLATFORM	Pending	2886807		35	Aug-24-2022	
Mexico	TRANSFIX INTELLIGENT FREIGHT PLATFORM	Pending	2886808		39	Aug-24-2022	
Mexico	TRANSFIX INTELLIGENT FREIGHT PLATFORM	Pending	2886809		42	Aug-24-2022	
United Kingdom	TRANSFIX INTELLIGENT FREIGHT PLATFORM	Registered	1707415	1707415	9, 35, 39, 42	Aug-24-2022	Apr-4-2023
United States of America	Dissected Chevron Design	Pending	97323067		9, 35, 39, 42	Mar-21-2022	
United States of America	TRANSFIX INTELLIGENT FREIGHT PLATFORM	Pending	97285285		9, 35, 39, 42	Feb-25-2022	

United States of America	TRANSFIX w/ Chevron Design	Pending	97323073		9, 35, 39, 42	Mar-21-2022	
United States of America	TRANSFIX, THE INTELLIGENT FREIGHT COMPANY	Pending	97323106		9, 35, 39, 42	Mar-21-2022	
WIPO	TRANSFIX INTELLIGENT FREIGHT PLATFORM	Registered	1707415	1707415	9, 35, 39, 42	Aug-24-2022	Aug-24-2022