

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM852682

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grey Orange Incorporated		11/08/2023	Corporation: DELAWARE
Grey Orange Pte. Ltd.		11/08/2023	Private limited company: SINGAPORE

## RECEIVING PARTY DATA

<b>Name:</b>	CSI GP I LLC, as Administrative Agent
<b>Street Address:</b>	599 Lexington Avenue, 20th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6211712	G
Serial Number:	97160264	RMS
Serial Number:	97256272	ALWAYS SOLVING INTELLIGENCE
Serial Number:	90795703	RANGER TTP
Serial Number:	97160494	RIL
Serial Number:	97860993	GOSTORE
Serial Number:	97860982	GSTORE
Serial Number:	97307560	CRN

## CORRESPONDENCE DATA

Fax Number: 2149813400

*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.*

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

CH \$215.00 6211712

<b>ATTORNEY DOCKET NUMBER:</b>	99353-30070
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	11/10/2023

**Total Attachments: 14**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 8, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by Grey Orange Incorporated, a Delaware corporation, Grey Orange Pte. Ltd., a Singapore private limited company (“*Grantor*”) in favor of CSI GP I LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Administrative Agent*”).

**WHEREAS** the Grantor is party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”) among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which Grantor has granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

**SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

**SECTION 2. GRANT OF SECURITY INTEREST**

**SECTION 2.1** Scope of Grant. Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (i) all trademarks, service marks, trade names, corporate names, domain names, company names, social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“*USPTO*”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as any

unregistered trademarks and service marks used by Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

**SECTION 2.2** Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. COLLATERAL AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

### **SECTION 4. RECORDATION**

Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement. Grantor agrees to cooperate as reasonably requested by the Administrative Agent, with respect to the execution of any documents, or other actions, reasonably required in order to effectuate the intent of this Agreement.

With respect to a Grantor incorporated in Singapore, such Grantor will take (or procure the taking of) all necessary steps to register and perfect the security under this Agreement within three (3) Business Days of the date of this Agreement, including, without limitation, the filing and registration of this Agreement with the Accounting and Corporate Regulatory Authority in Singapore.

## **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the termination of the Commitments of the Lenders under the Credit Agreement. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

## **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

## **SECTION 7. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

**GREY ORANGE INCORPORATED**, as  
Grantor

*Brad Eastman*

By: \_\_\_\_\_  
Name: Brad Eastman  
Title: Secretary

**GREY ORANGE PTE. LTD.**, as a Grantor

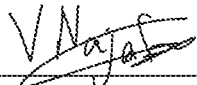
By: \_\_\_\_\_ *Brad Eastman* \_\_\_\_\_  
Name: Brad Eastman  
Title: Authorized Signatory

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 008255 FRAME: 0622**

Acknowledged and Agreed:

CSIGP I LLC, as Administrative Agent

By:   
Name: Vusal Najafov  
Title: Co-Head

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**I. Trademarks**

Owner	Mark	Country	Registration No.	Registration Date	Actual Expiry Date	Notes
Grey Orange Pte. Ltd.	GOR	IN - India	IN2800802	9/25/2017	8/30/2024	Granted
Grey Orange Pte. Ltd.	(LOGO)	IN - India	IN2800803	9/27/2017	8/30/2024	Granted
Grey Orange Pte. Ltd.	Logo	SG - Singapore	SGT1413515C	8/22/2014	8/22/2024	Granted
Grey Orange Pte. Ltd.	GOR	SG - Singapore	SGT1406451E	4/26/2014	4/26/2024	Granted
Grey Orange Pte. Ltd.	GREYORANGE	AU - Australia	AU1803740	2/2/2017	7/4/2026	Granted
		CN - China	GI314522	11/30/2017	7/4/2026	Granted
		IN - India	IN5483031	5/22/2017	7/4/2026	No results
		JP - Japan	JP2016360072	2/22/2019	7/4/2026	Granted
		KR - Republic of Korea	KR4020180044935	5/16/2018	7/4/2026	Granted
		WO - World Intellectual Property Organization (WIPO)	MP1314522	7/4/2016	7/4/2026	Granted
		SG - Singapore	SG40201601226W	10/20/2016	1/20/2026	Granted



		US - United States of America	US5483031	6/5/2018	7/4/2026	Granted
Grey Orange Pte. Ltd.	BUTLER	JP - Japan	JP5907120	12/16/2016	6/13/2026	Granted
		SG - Singapore	SG40201609171U	6/7/2016	6/7/2026	Granted
Grey Orange Pte. Ltd.	GREYMATTER	IN - India	IN3754861	2/15/2018	2/15/2028	Granted
		IN - India	IN2909927	2/5/2022	2/15/2028	Granted
Grey Orange Pte. Ltd.	GREYMATTER	AU - Australia	AU1997578	3/25/2021	11/5/2028	Granted
		EUPO - European Union Intellectual Property Office	EU1457007	11/5/2018	11/5/2028	Granted
		JP - Japan	MP1457007	2/5/2021	11/5/2028	Granted
		KR - Republic of Korea	KR4020200090115	10/5/2020	11/5/2028	Granted
		WO - World Intellectual Property Organization (WIPO)	MP1457007	11/5/2018	11/5/2028	Granted
		SG - Singapore	SG40201820430Y	10/5/2018	10/5/2028	Granted
		US - United States of America	US6160579	9/29/2020	9/29/2030	Granted
	PICKPAL	AU - Australia	AU2011177	11/29/2019	11/5/2028	Granted

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Schedule A

Grey Orange Pte. Ltd.	(LOGO)	CN - China	G1467422	7/16/2019	11/5/2028	Granted
		EUIPO - European Union Intellectual Property Office	MP1467422	11/5/2018	11/5/2028	Granted
		KR - Republic of Korea	KR4020200103336	11/12/2020	10/5/2028	Granted
		WO - World Intellectual Property Organization (WIPO)	MP1467422	11/5/2018	11/5/2028	Granted
		SG - Singapore	SG40201820434V	10/5/2018	10/5/2028	Granted
		US - United States of America	US6039257	4/28/2020	4/28/2030	Granted
		BR - Brazil	BR917117620	10/20/2020	10/20/2030	Granted
		BR - Brazil	BR917117662	10/20/2020	10/20/2030	Granted
		BR - Brazil	BR917117735	3/9/2021	3/9/2031	Granted
		BR - Brazil	BR917117786	3/9/2021	3/9/2031	Granted
FLEXXO	CL - Chile	CL1306978	11/21/2019	4/12/2029	Granted	
	SG - Singapore	SG40201908076P	4/12/2019	4/12/2029	Granted	
	US - United States of America	US6211712	12/1/2020	10/12/2028	Granted	
	AU - Australia	AU2030213	5/17/2021	3/1/2029	Granted	

Grey Orange Pte. Ltd.	FLEXSO	EUIPO - European Union Intellectual Property Office	MP1482553	3/1/2019	3/1/2029	Granted
		GB - United Kingdom	WO00000001482553	10/31/2019	3/1/2029	Granted
		WO - World Intellectual Property Organization (WIPO)	MP1482553	8/15/2019	3/1/2029	Granted
		SG - Singapore	SG40201904057V	2/25/2019	2/25/2029	Granted
		US - United States of America	US6253385	1/26/2021	2/25/2029	Granted
		AU - Australia	AU2030295	2/10/2020	3/1/2029	Granted
		EUIPO - European Union Intellectual Property Office	MP1482508	3/1/2019	3/1/2029	Granted
		GB - United Kingdom	WO00000001482508	1/9/2020	3/1/2029	Granted
		IN - India	IN4270433	2/18/2020	3/1/2029	Granted
		WO - World Intellectual Property Organization (WIPO)	MP1482508	8/15/2019	3/1/2029	Granted
SG - Singapore	SG40201904060R	2/25/2019	2/25/2029	Granted		

Grey Orange Incorporated	RANGER	EUIPO - European Union Intellectual Property Office	EU18539402	2/7/2022	8/26/2031	Granted
		GB - United Kingdom	UK00003685234	2/4/2022	8/23/2031	Granted
Grey Orange Pte. Ltd.		SG - Singapore	SG40202013532T-01	6/30/2020	6/30/2030	Granted
Grey Orange Pte. Ltd.	GORANGER	SG - Singapore	SG40202013533U	6/30/2020	6/30/2030	Granted
Grey Orange Incorporated	g(LOGO)	EUIPO - European Intellectual Property Office	EU18776184	10/12/2022	10/12/2032	Granted
Grey Orange Incorporated	g(LOGO)	GB - United Kingdom	UK00003838467	10/12/2022	10/12/2032	Granted

TRADEMARK

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Schedule A

**II. Trademark Applications**

Applicant as filed	Mark	Country	Filing Date	Actual Expiry Date	Application Number	Notes
Grey Orange Pte. Ltd.	GREYMMATTER	CN - China	11/5/2018	11/5/2028	CN40201820430Y	Pending
Grey Orange Pte. Ltd.	PICK PAL	IN - India	11/5/2018	11/5/2028	IN4189076	Pending
		JP - Japan	11/5/2018	11/5/2028	MP1467422	Granted
Grey Orange Pte. Ltd.	(LOGO)	CA - Canada	4/12/2019	4/12/2029	CA1957005	Pending
Grey Orange Pte. Ltd.	FLEXO	CN - China	2/25/2019	2/25/2029	CN40201904057V	Granted
		IN - India	2/25/2019	2/25/2029	IN4270471	Pending
		KR - Republic of Korea	3/1/2019	3/1/2029	MP1482553	Granted
Grey Orange Pte. Ltd.	FLEXSO	CN - China	2/25/2019	2/25/2029	CN40201904060R	Pending
Grey Orange Incorporated	RANGER	AU - Australia	9/9/2021	9/9/2031	AU2209479	Abandoned
		IN - India	9/27/2021	9/27/2031	IN5149756	Pending
		JP - Japan	9/17/2021	9/17/2031	JP2021116166	Granted
		KR - Republic of Korea	9/1/2021	9/1/2031	KR4020210180957	Pending
		US - United States of America	8/23/2021	8/23/2031	US90897530	Abandoned
Grey Orange Pte. Ltd.		SG - Singapore	6/30/2020	6/30/2030	40202013532T-01	Granted
Grey Orange Incorporated	RMS	US - United States of America	12/7/2021	12/7/2031	US97160264	Pending

Schedule A

Grey Orange Incorporated	High Yield Fulfillment	US - United States of America	9/21/2021	9/21/2031	US97037150	Deemed withdrawn
Grey Orange Incorporated	Always Solving Intelligence	US - United States of America	2/7/2022	2/7/2032	US97256272	Pending
Grey Orange Incorporated	Inventory in motion	US - United States of America	9/21/2021	9/21/2031	US97037178	Deemed withdrawn
Grey Orange Incorporated	RANGER TTP	US - United States of America	6/25/2021	6/25/2031	US90795703	Pending
Grey Orange Incorporated	RIL	US - United States of America	12/7/2021	12/7/2031	US97160494	In the Grant Phase
Grey Orange Incorporated	Warehouse to AWAREhouse	US - United States of America	2/7/2022	2/7/2032	US97256246	Abandoned
Grey Orange Incorporated	goStore	US - United States of America	3/28/2023	3/28/2033	US97860993	Pending
Grey Orange Incorporated	gStore	US - United States of America	3/28/2023	3/28/2033	US97860982	Pending
Grey Orange Incorporated	CRN	US - United States of America	3/11/2022	3/11/2032	US97307560	Pending
Grey Orange Pre-Ltd.	RIL	JP - Japan	6/7/2022	Not available	JP20222064925	Published
Grey Orange Incorporated	RIL	EUPO - European Union Intellectual Property Office	5/31/2022	5/31/2032	EU018711510	Granted
Grey Orange Incorporated	g(LOGO)	IN - India	2/22/2023	Not available	IN5819637	Pending
Grey Orange Incorporated	g(LOGO)	KR - Republic of Korea	6/22/2022	Not available	KR4020220115556	Pending
Grey Orange Incorporated	RANGER TTP	EUPO - European Union Intellectual Property Office	3/12/2022	3/12/2032	EU018672587	Withdrawn

Grey Orange Incorporated	CRN	EUIPO – European Union Intellectual Property Office	3/15/2022	3/15/2032	EU0018672588	Published
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### III. Designs

Owner	Title	Country	Grant No	Grant Date	Actual Expiry Date	Notes
Grey Orange Incorporated	AUTOMATED VEHICLES FOR TRANSPORTING GOODS IN A FACILITY	EUIPO – European Union Intellectual Property office	WIPO114624	3/11/2022	Not Available	Alive with intent to abandon
Grey Orange Incorporated	AUTOMATED VEHICLES FOR TRANSPORTING GOODS IN A FACILITY	WIPO – World Intellectual Property Organization	WIPO114624	3/11/2022	Not Available	Alive with intent to abandon
Grey Orange Incorporated	AUTOMATED VEHICLES FOR TRANSPORTING GOODS IN A FACILITY	JP- Japan	WIPO114624	3/11/2022	Not Available	Alive with intent to abandon
Grey Orange Incorporated	AUTOMATED VEHICLES FOR TRANSPORTING GOODS IN A FACILITY	KR – Republic of Korea	WIPO114624	3/11/2022	Not Available	Alive with intent to abandon
Grey Orange Pte. Ltd.	SPATULA GRIPPER	WIPO – World Intellectual Property Organization	WIPO102050	2/19/2021	2/19/2026	Alive

Schedule A

Grey Orange Pte. Ltd.	INDUCTION STATION MODULE	US -United States of America	US29726917	3/6/2020	Unknown	Alive with intent to abandon
Grey Orange Pte. Ltd.	MODULAR SORTATION MACHINE	WIPO -- World Intellectual Property Organization	US35001923	9/8/2020	9/8/2025	Alive
Grey Orange Pte. Ltd.	A ROBOT FOR MOVING ARTICLES WITHIN A FACILITY	US -United States of America	US29680395	2/15/2019	Unknown	Alive
Grey Orange Pte. Ltd.	MODULAR CROSS BELT SORTATION SYSTEM	US -United States of America	US29670135	7/14/2020	7/14/2035	Alive