# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5364209

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the SPELLING OF THE ASSIGNOR'S NAME TO ARROWS UP, LLC previously recorded on Reel 048030 Frame 0651. Assignor(s) hereby confirms the ADDENDUM TO AMENDED AND RESTATED PATENT SECURITY AGREEMENT.

### **CONVEYING PARTY DATA**

Name	Execution Date
ARROWS UP, LLC	12/21/2018

### **RECEIVING PARTY DATA**

Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	ONE NORTH FRANKLIN		
Internal Address:	SUITE 2800		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	
Patent Number:	9988182	
Application Number:	15973796	
Application Number:	16160510	
Application Number:	16196901	

### **CORRESPONDENCE DATA**

Fax Number: (216)579-0212

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: 2165863939

Email: dpuljic@jonesday.com

DANIEL PULJIC / JONES DAY **Correspondent Name:** 

901 LAKESIDE AVENUE Address Line 1:

Address Line 2: **NORTH POINT** 

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	879047-626015
NAME OF SUBMITTER:	DANIEL PULJIC
SIGNATURE:	/Daniel Puljic/
DATE SIGNED:	02/07/2019

PAIENI REEL: 048284 FRAME: 0548 505317428

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PATENT REEL: 048284 FRAME: 0549

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ADDENDUM TO AMEND AND RESTATED PATENT SECURITY

AGREEMENT

### CONVEYING PARTY DATA

	Name	de de	Execution Date
ARROW UP, LLC	AKKOWS	ur,uc	12/21/2018

### RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	ONE NORTH FRANKLIN
Internal Address:	SUITE 2800
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

### PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	15471896
Application Number:	15973796
Application Number:	16160510
Application Number:	16196901

### CORRESPONDENCE DATA

Fax Number:

(216)579-0212

Phone:

2165863939

Email:

dpuljic@jonesday.com

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that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Address Line 1: DANIEL PULIIC / JONES DAY 901 LAKESIDE AVENUE

Address Line 2:

NORTH POINT

Address Line 4:

CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:

879047-626015

NAME OF SUBMITTER:

DANIEL PULJIC

file:///C:/Users/JP017054/AppData/Local/Microsoft/Windows/INetCache/Content-Outcol/... 2/4/2019 REEL: 048284 FRAME: 0550

Signature:	/Daniel Puljic/			
Date:	01/08/2019			
Total Attachments: 6 source=1506105612_1_06, OmniTRAX - Addendum to A&R Patent Security Agreement#page1.tif source=1506105612_1_06, OmniTRAX - Addendum to A&R Patent Security Agreement#page2.tif source=1506105612_1_06, OmniTRAX - Addendum to A&R Patent Security Agreement#page3.tif source=1506105612_1_06, OmniTRAX - Addendum to A&R Patent Security Agreement#page4.tif source=1506105612_1_06, OmniTRAX - Addendum to A&R Patent Security Agreement#page5.tif source=1506105612_1_06, OmniTRAX - Addendum to A&R Patent Security Agreement#page5.tif				
RECEIPT INFORMATIO				
EPAS ID: Receipt Date:	PAT5314371 01/08/2019	70. XII   F		

### ADDENDUM TO AMENDED AND RESTATED PATENT SECURITY AGREEMENT

THIS ADDENDUM TO AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this "Addendum") is made and entered into this 21st day of December, 2018, by and among, ARROWS UP, LLC, a Colorado limited liability company (the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as the administrative agent for each of the Secured Parties (together with its successor(s) thereto in such capacity, the "Administrative Agent").

### RECITALS

WHEREAS. the Grantor and certain of its affiliates are parties to that certain Second Amended and Restated Credit Agreement, dated as of November 17, 2015 (as amended and restated by that certain Omnibus First Amendment and Consent, effective as of December 31, 2015, that certain Omnibus Second Amendment, dated as of April 14, 2016, that certain Third Amendment and Waiver dated as of May 6, 2016, that certain Fourth Amendment and Joinder dated as of October 19, 2016, that certain Fifth Amendment dated as of August 14, 2017, that certain Omnibus Sixth Amendment, Consent and Joinder dated as of January 31, 2018 and effective as of January 1, 2018, that certain Omnibus Seventh Amendment, Consent and Joinder dated as of May 10, 2018, that certain Omnibus Eighth Amendment and Joinder dated as of the date hereof and as otherwise amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") with the financial institutions that are or may from time to time become parties thereto (the "Lenders") and the Administrative Agent, pursuant to which the Lenders continue or make loans, advances and other extensions of credit to or benefiting the Grantor:

WHEREAS, pursuant to and in order to secure their obligations under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), the Grantor executed and delivered to the Administrative Agent that certain Amended and Restated Patent Security Agreement dated May 10, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "Original Patent Security Agreement") recorded in the United States Patent and Trademark Office at Reel/Frame 046148/0001, under which, among other things, the Grantor granted the Administrative Agent a continuing security interest in the Patent Collateral (as defined in the Original Patent Security Agreement), as in existence as of such date, to secure all Secured Obligations;

WHEREAS, since the date of the Original Patent Security Agreement, the Grantor has acquired, created or otherwise come into possession of Additional Patent Collateral (as defined below);

WHEREAS, under the terms of the Credit Agreement, the Grantor is required to grant the Administrative Agent a security interest in all of the Additional Patent Collateral to secure all Obligations; and the Grantor now desires to grant the Administrative Agent the required security interest in the Additional Patent Collateral and the Administrative Agent desires to accept the grant of such security interest all in accordance with the terms hereof.

NAI-1505815026v3

- **NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:
- **SECTION 1 Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Addendum, including its preamble and recitals, have the meanings provided in the Original Patent Security Agreement.
- SECTION 2 Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by such Grantor, in and to the newly acquired, created and/or possessed Patent Collateral listed on Schedule A to this Addendum (the "Additional Patent Collateral") and the Administrative Agent hereby accepts such security interest for the benefit of each Security Party.
- SECTION 3 Security Agreement. This Addendum has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Additional Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Third Amended and Restated Security Agreement between the Grantor and the other parties thereto and the Administrative Agent (the "Security Agreement") and the Original Patent Security Agreement. The Security Agreement and the Original Patent Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party under each such document) shall remain in full force and effect in accordance with their respective terms.
- SECTION 4 Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Additional Patent Collateral granted hereby are more fully set forth in the Security Agreement and the Original Patent Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- **SECTION 5 Loan Document.** This Addendum is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.
- SECTION 6 Governing Law. THIS ADDENDUM SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.
- **SECTION 7 Counterparts.** This Addendum may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any part of this Addendum by telecopy or other

electronic means shall be effective as delivery of a manually executed counterpart of this Addendum.

SECTION 8 – ENTIRE AGREEMENT. THIS ADDENDUM TOGETHER WITH THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES, THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Signatures Appear on Following Page]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be duly executed and delivered as of the date first above written.

GRANTOR:	ADMINISTRATIVE AGENT:
ARROWS UP, LLC,	PNC BANK, NATIONAL ASSOCIATION,
a Colorado limited liability company	as Administrative Agent
By:	By;
Name Kerly J. Shuba	Name:
Title: Manager	Title:

[Signature Page to Addendum to A&R Patent Security Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be duly executed and delivered as of the date first above written.

GRANTOR:	ADMINISTRATIVE AGENT:
ARROWS UP, LLC,	PNC BANK, NATIONAL ASSOCIATION,
a Colorado limited liability company	as Administrative Agent
Ph.	m. And la
By:	By:
Title:	Title: Vice President

## SCHEDULE A

to

# Addendum to Amended and Restated Patent Security Agreement Additional Patent Collateral

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		ISSUED P.	ATENTS		
GRANTOR	COUNTRY	PATENT NO. / APPLICATION NO.	ISSUE DATE	TITLE; INVENTOR(S)	
Arrows Up, LLC	U.S.	9,988,182 / 15/471,896	6/5/2018	Bulk Material Shipping Container; Allegretti, et al.	
	PENDING PATENT APPLICATIONS				
GRANTOR	COUNTRY	APPLICATION NO.	FILING DATE	TITLE; INVENTOR(S)	
Arrows Up, LLC	U.S.	15/973,796	5/8/2018	Bulk Material Shipping Container; Allegretti, et al.	
Arrows Up, LLC	U.S.	16/160,510	10/15/2018	Bulk Material Shipping Container Top Wall Assembly and Bulk Material Shipping Container Having a Top Wall Assembly; Allegretti, et al.	
Arrows Up, LLC	U.S.	16/196,901	11/20/2018	Bulk Material Shipping Container: Allegretti, et al.	
Arrows Up, LLC	Canada	2,945,454	10/13/2016	Bulk Material Shipping Container; Allegretti, et al.	

**RECORDED: 02/07/2019**