

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6450395

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ARROWSTREAM, INC.	12/15/2020
RECEIVING PARTY DATA	
Name:	AB PRIVATE CREDIT INVESTORS LLC
Street Address:	1345 AVENUE OF THE AMERICAS
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10105
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6937992
Patent Number:	7840429
Patent Number:	8478619
Patent Number:	8744884
Patent Number:	8756089
Patent Number:	8756090
Patent Number:	8799178
Patent Number:	9123015
CORRESPONDENCE DATA	
Fax Number:	(704)444-1111
<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:	7044441000
Email:	Laura.Tremont@alston.com
Correspondent Name:	ALSTON & BIRD LLP
Address Line 1:	BANK OF AMERICA PLAZA
Address Line 2:	101 SOUTH TRYON STREET, SUITE 4000
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28280-4000
NAME OF SUBMITTER:	LAURA TREMONT
SIGNATURE:	/Laura Tremont/
DATE SIGNED:	12/15/2020

PATENT

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 15, 2020 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 15, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent;

WHEREAS, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Pledge and Security Agreement; and

WHEREAS, under the terms of the Pledge and Security Agreement, each Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (excluding Excluded Assets) (collectively, the “**Intellectual Property Collateral**”):

(a) (i) the United States issued patents and patent applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the United States; (iv) all inventions and improvements claimed therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(b) the United States registered trademarks and service marks and applications therefor referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any 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 grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law, and including (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill,

and (iv) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

Section 2. Recordation. Each Grantor authorizes and requests that the United States Copyright Office and/or United States Patent and Trademark Office record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern, as applicable.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ARROWSTREAM, INC.
as a Grantor

By: *Matt Hoogerland*
Name: Matt Hoogerland
Title: Chief Financial Officer

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: 
Name: Shishir Agrawal
Title: Managing Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States Trademark Registrations and Applications

<u>Mark</u>	<u>Registration No.</u>	<u>Full Goods/Services</u>	<u>Owner Information</u>
<u>ARROWSTREAM</u> (Word)	RN: 2675449	<p>Class 035: Business consulting services in the fields of cargo and freight logistics management and inventory management, distribution and transportation; providing information and online databases in the fields of cargo and freight logistics management and inventory management and distribution; providing tracking, monitoring and management services for cargo, freight and inventory; and business consulting and management services.</p> <p>Class 039: Providing temporary use of non-downloadable software for use in tracking and monitoring of cargo and freight, logistical management of cargo and freight, and management of inventory, distribution and transportation of cargo and freight.</p>	ArrowStream, Inc.
<u>ARROWSTREAM</u> (Word)	RN: 88649416	Class 042: Design and development of computer software in the	ArrowStream, Inc.

<u>Mark</u>	<u>Registration No.</u>	<u>Full Goods/Services</u>	<u>Owner Information</u>
		fields of freight logistics management, management of procurement operations, product cost analysis, analysis of commodity market trends, product quality management, contract management, and inventory management.	

United States Issued Patents and Patent Applications

<u>Owner</u>	<u>Title</u>	<u>Patent No.</u>
ArrowStream, Inc.	Transport Vehicle Capacity Maximization Logistic System and Method of Same	US 6,937,992 B1
ArrowStream, Inc.	Transport Vehicle Capacity Maximization Logistic System and Method of Same	US 7,840,429 B2
ArrowStream, Inc.	Transport Vehicle Capacity Maximization Logistic System and Method of Same	US 8,478,619 B2
ArrowStream, Inc.	Transport Vehicle Capacity Maximization Logistic System and Method of Same	US 8,744,884 B2
ArrowStream, Inc.	Transport Vehicle Capacity Maximization Logistic System and Method of Same	US 8,756,089 B2
ArrowStream, Inc.	Transport Vehicle Capacity Maximization Logistic System and Method of Same	US 8,756,090 B2
ArrowStream, Inc.	System and Method for Simultaneous Optimization of Logistics and Purchasing	US 8,799,178 B2
ArrowStream, Inc.	System and Method for Logistics Optimization Using Lane Order Pattern Flexing	US 9,123,015 B2