

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
RETURNS 'R' US, LLC	01/17/2024
RECEIVING PARTY DATA	
Name:	TEXAS CAPITAL BANK, AS ADMINISTRATIVE AGENT
Street Address:	2350 LAKESIDE BLVD., SUITE 600
City:	RICHARDSON
State/Country:	TEXAS
Postal Code:	75082
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8719048
Patent Number:	8380532
CORRESPONDENCE DATA	
Fax Number:	
<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:	312.577.8544
Email:	sharon.elkin@katten.com
Correspondent Name:	SHARON ELKIN C/O KATTEN MUCHIN ROSENMAN LLP
Address Line 1:	525 W. MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	388942-00034
NAME OF SUBMITTER:	SHARON ELKIN
SIGNATURE:	/Sharon Elkin/
DATE SIGNED:	01/17/2024
Total Attachments: 9	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented, or otherwise modified from time to time, this “**Agreement**”), dated as of January 17, 2024, is entered into by RETURNS ‘R’ US, LLC, an Illinois limited liability company dba Pharma Logistics LLC (together with any successors and assigns, the “**Grantor**”), in favor of TEXAS CAPITAL BANK, a Texas state bank, as administrative agent for the benefit of the Lenders (in such capacity, “**Administrative Agent**”).

PL Intermediate Holdings LLC, a Delaware limited liability company (“**Holdings**”), from and after the consummation of the Closing Date Acquisition and the effectiveness of the Closing Date Assignment and Assumption, Ritorno Midco, LLC, a Delaware limited liability company (“**Borrower**”), each of the other Guarantors party thereto, the Lenders party thereto from time to time, L/C Issuer, and Administrative Agent have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”).

In connection with the Credit Agreement, Holdings, Borrower and each other Guarantor entered into that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of Administrative Agent for its benefit and the benefit of the Secured Parties, pursuant to which Grantor is required to execute and deliver this Agreement.

It is the intention of the parties hereto that this Agreement create a first priority security interest in the Collateral in favor of Administrative Agent for the benefit of the Secured Parties securing the payment and performance of the Obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Parties to (a) make Loans and issue Letters of Credit under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents, and (b) make financial accommodations under any Bank Product Agreements, Grantor hereby agrees with Administrative Agent, for the benefit of Secured Parties, as follows:

1. DEFINITIONS; OTHER TERMS.

1.1. **General Terms.** For purposes of this Agreement:

“**Collateral**” has the meaning assigned to it by **Section 2.1** hereof.

“**Copyrights**” has the meaning assigned to it by **Section 2.1(a)** hereof.

“**Patents**” has the meaning assigned to it by **Section 2.1(c)** hereof.

“**Trademarks**” has the meaning assigned to it by **Section 2.1(b)** hereof.

1.2. **Other Definitional Provisions.** Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Credit Agreement and, to the extent not otherwise defined in the Credit Agreement, in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, terms as defined herein shall control; provided, that a more expansive or explanatory definition shall not be deemed a conflict. Terms defined in the UCC which

are not otherwise defined in this Agreement are used in this Agreement as defined in the UCC as in effect on the date hereof.

1.3. **Construction.** Unless otherwise expressly provided in this Agreement or the context requires otherwise, (a) the singular shall include the plural, and vice versa, (b) words of a gender include the other gender, (c) monetary references are to Dollars, (d) time references are to central time, (e) references to the "Agreement" and to "Articles," "Sections," "Exhibits," and "Schedules" are to this Agreement and to the Articles, Sections, Exhibits, and Schedules of and to this Agreement, together with all amendments and restatements thereto, (f) headings used in this Agreement are for convenience only and shall not be used in connection with the interpretation of any provision hereof, (g) references to any Person include that Person's heirs, personal representatives, successors, trustees, receivers, and permitted assigns, that Person as a debtor-in possession, and any receiver, trustee, liquidator, conservator, custodian, or similar party appointed for such Person or all or substantially all of its assets, (h) references to any Law include every amendment or restatement to it, rule and regulation adopted under it, and successor or replacement for it, (i) references to a particular Loan Document include each amendment or restatement to it made in accordance with the Credit Agreement and such Loan Document, (j) references to a particular Bank Product Agreement include each amendment or restatement to it made in accordance with such Bank Product Agreement, and (k) the inclusion of Proceeds in the definition of "Collateral" shall not be deemed a consent by Administrative Agent or any other Secured Party to any sale or other disposition of any Collateral not otherwise specifically permitted by the terms of the Credit Agreement or this Agreement. This Agreement is a Loan Document.

2. **GRANT OF SECURITY INTEREST.**

2.1. **Grant of Security Interest.** As security for the payment and performance, as the case may be, in full of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Secured Parties, a security interest in all of Grantor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows, but excluding any Excluded Property (collectively, the "***Collateral***"):

(a) (i) all copyright rights in any work subject to the copyright Laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, (ii) all registrations and applications for registration of any such copyright in any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, and (iii) all rights to use and/or sell any of the foregoing, including, without limitation, copyrights listed on ***Exhibit A*** hereto (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "***Copyrights***");

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, (iv) all rights to use and/or sell any of the foregoing, and (v) the portion of the business to which each trademark pertains, including, without limitation, the trademarks, service marks and tradenames listed on ***Exhibit B*** hereto (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "***Trademarks***");

(c) (i) all letters patent of any Governmental Authority, all registrations and recordings thereof, and all applications for letters patent of any Governmental Authority, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions

disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, including, without limitation, the patents and patent applications listed on **Exhibit C** hereto (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(d) the goodwill of Grantor’s business connected with the use of and symbolized by the Trademarks; and

(e) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

2.2. **Security Agreement.** This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Administrative Agent in the Collateral with the United States Patent and Trademark Office, the United States Copyright Office and any other applicable office or Governmental Authority. The security interest granted pursuant to this Agreement is a supplement to, and not a limitation of, the Lien granted to Administrative Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to its Lien in the Collateral made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control.

3. **MISCELLANEOUS**

3.1. **Benefit of Agreement.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Grantor, Administrative Agent and the Secured Parties and their respective successors and assigns, except that Grantor shall not have the right to assign its rights or obligations under this Agreement or any interest herein without the prior written consent of Administrative Agent.

3.2. **Headings.** The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

3.3. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective when it shall have been executed by Administrative Agent and when Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement.

3.4. **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 (except as otherwise expressly set forth herein) and the transactions contemplated hereby shall be governed by, and construed in accordance with, the Laws of the State of New York (including section 5-1401 and section 5-1402 of the General Obligations Law of the State of New York, but without reference to applicable rules of conflicts of Laws). The provisions of clauses (b), (c) and (d) of Section 11.12 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

3.5. **ENTIRE AGREEMENT.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN 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 BETWEEN THE PARTIES.

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized representative as of the date first set forth above.

GRANTOR:

RETURNS 'R' US, LLC, an Illinois limited liability company

By: 


Name: David A. Hargraves

Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

TEXAS CAPITAL BANK,
a Texas state bank,
as Administrative Agent

By: _____


Name: Heath Lipson

Title: Executive Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Trademarks

Trademark	Application No.	Application Date	Registration No.	Registration Date
	88958671	10-JUN-2020	6640196	08-FEB-2022
CLEAN COMPLY COLLECT	88148792	09-OCT-2018	6119637	04-AUG-2020
	88148794	09-OCT-2018	6130943	18-AUG-2020
Pharma Logistics	78726586	04-OCT-2005	3221682	27-MAR-2007
FAST PAY	88770602	23-JAN-2020	7081025	13-JUN-2023
RAPID CREDIT PROGRAM	88770926	23-JAN-2020	6292123	16-MAR-2021

EXHIBIT C

Patents

Description	Application No.	Application Date	Registration No.	Registration Date
Method and apparatus for accurate estimation and disbursement in a reverse distribution environment	12/556391	2009-09-09	8719048	2014-05-06
Method and apparatus for accurate price estimation in reverse distribution of pharmaceutical items	12/556397	2009-09-09	8380532	2013-02-19