

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Choice Logistics, Inc.		12/29/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Gerber Finance Inc.		
Street Address:	488 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1076127	CHOICE	
Registration Number:	1957032	CHOICE	
Registration Number:	2835876	CHOICE LOGISTICS	
Registration Number:	2940568	CHOICE LOGISTICS	
Registration Number:	2999754	ONE WORLD · ONE CHOICE	
Registration Number:	4757491	SERVICE SYNC	
Registration Number:	1911687	CHOICE COURIER SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	990095		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		

CH \$190.00 1076127

DATE SIGNED:

01/03/2018

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 29, 2017 is made by CHOICE LOGISTICS, INC., a New York corporation (“Grantor”) with an address of 1 Whitehall Street, New York, NY 10004, in favor of GERBER FINANCE INC., a New York corporation (“Lender”) with an address of 488 Madison Avenue, New York, NY 10022.

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of December 29, 2017 by and between Choice Logistics, Inc. (“Borrower”) and Lender (as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), Lender has agreed to make the Loans for the benefit of Borrower; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(a) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Copyright License” means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or

any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence..

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution

of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of any Borrower's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) To the extent such Patents or Trademarks are material, Grantor shall take all commercially reasonable actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral material to the operation of any Borrower's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly pursue claims for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

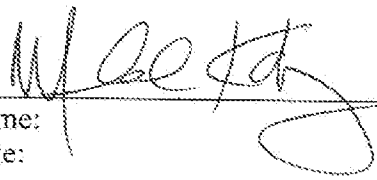
Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHOICE LOGISTICS INC.

By: 
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

GERBER FINANCE INC.

By: _____
Name: Jennifer Palmer
Title: President

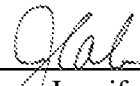
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHOICE LOGISTICS, INC.

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

GERBER FINANCE INC.

By:  _____
Name: Jennifer Palmer
Title: President

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

2. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

3. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Choice	1,076,127	10/25/1977
Choice	1,957,032	2/20/1996
Choice Logistics	2,835,876	4/27/2004
Choice Logistics	2,940,568	4/12/2005
One World One Choice	2,999,754	9/27/2005
Service Sync	4,757,491	6/16/2015
Choice Courier Systems	1,911,687	8/15/1995

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
None.		

3. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

2. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

3. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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License Certificate CERTCH-566498		Acronis International GmbH and Choice Logistics, Inc.
End User License Agreement	10/30/10	Adeptia, Inc. and Choice Logistics, Inc
Product Services Terms of Use	11/02/17	ALK Technologies, Inc. and Choice Logistics, Inc.
Master Services Agreement	04/25/16	AKA Enterprise Solutions, Inc. and Choice Logistics, Inc.
Professional Service Agreement	10/31/14	Apcuriam Group, Inc. and Choice Logistics, Inc.
Presentation Server Enterprise Edition	12/31/17	Citrix Systems, Inc. and Choice Logistics, Inc.
Cleo Communications End User License Agreement	11/15/16	Cleo and Choice Logistics, Inc
End User License Agreement License ID 93740	02/03/12	ConnectShip, Inc. and Choice Logistics, Inc
Double Take Software License	01/01/17	Dell, Inc. and Choice Logistics, Inc
Google Maps APIs Premium Plan for Asset Tracking	09/30/17	Dito, LLC and Choice Logistics, Inc

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DocuSign for Salesforce Business Package	07/11/17	DocuSign, Inc. and Choice Logistics, Inc
Master License Agreement	05/29/17	Dundas Data Visualization, Inc. and Choice Logistics, Inc
Easysoft ODBC-SQL Server Driver	07/06/17	Easysoft Limited and Choice Logistics, Inc
Esker On Demand Agreement	06/01/09	Esker SA and Choice Logistics, Inc
Google Apps Enterprise Agreement	06/04/13	Google, Inc. and Choice Logistics, Inc
Hewlett Packard Company Entitlement Certificate	04/17/13	Hewlett Packard Company and Choice Logistics, Inc.
Hewlett Packard Company Entitlement Certificate	04/17/13	Hewlett Packard Company and Choice Logistics, Inc.
IBM Informix C-ISAM Concurrent Session License	01/17/17	International Business Machine, Corp. and Choice Logistics, Inc.
GFI Software License Certificate	11/02/17	GFI USA, Inc. and Choice Logistics, Inc.
Websense - Web security - Web filtering	06/30/17	K logic Future Marketing and Choice Logistics, Inc
Access to all our Remote PC's - 500 Users	03/16/17	LogMeIn, Inc. and Choice Logistics, Inc
Microsoft MPSA #41000018193	07/01/16	Microsoft, Inc. and Choice Logistics, Inc.
Master Services Agreement	03/01/13	McAfee, Inc. and Choice Logistics, Inc
Ultra DNS	09/12/27	Neustar, Inc. and Choice Logistics, Inc
Dell Archive Manager	01/31/17	Quest Software, Inc. and Choice Logistics, Inc
Master Subscription Agreement	01/09/16	Salesforce.com, Inc. and Choice Logistics, Inc
CommVault	09/28/17	SHI International, Inc. and Choice Logistics, Inc
Cloud Endure - Cloud DR	05/31/17	SHI International, Inc. and Choice Logistics, Inc
F5 Networks	09/26/17	SHI International, Inc. and Choice Logistics, Inc
Solar Winds	12/31/16	SHI International, Inc. and Choice Logistics, Inc
SolarWinds Database Performance Analyzer - GP	07/21/17	SHI International, Inc. and Choice Logistics, Inc
SolarWinds Network Topology Mapper	07/31/17	SHI International, Inc. and Choice Logistics, Inc
Symantec Agreement #R164ZGEXP		Symantec, Inc and Choice Logistics, Inc
End User License Agreement	05/04/16	TeamViewer GmbH and Choice Logistics, Inc.

End User License Agreement	10/11/16	TeamViewer GmbH and Choice Logistics, Inc.
License and Support Agreement	06/17/14	Transoft, Inc. and Choice Logistics, Inc.
Barracuda License Token	07/21/17	Zones, Inc. and Choice Logistics, Inc
Lansweeper Standard Edition (500 users)	09/03/17	Zones, Inc. and Choice Logistics, Inc
Red Hat Enterprise Linux Server	01/19/17	Zones, Inc. and Choice Logistics, Inc
VMware Support	09/13/17	Zones, Inc. and Choice Logistics, Inc