

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corcentric, LLC		11/15/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TCW Asset Management Company LLC, as Agent		
Street Address:	200 Claredon Street, 51st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4138190	CORCENTRIC ONE CONNECT	
Registration Number:	4130643	ONECONNECT	
Registration Number:	4013964	COR360	
Registration Number:	5191650	CORCENTRIC	
Registration Number:	5392181	CORCENTRIC	
Registration Number:	5191651	CORCONNECT	
Registration Number:	5324141	CORCONNECT	
Registration Number:	3636156	A AMERIQUEST TRANSPORTATION SERVICES	
Registration Number:	3636154	AMERIQUEST TRANSPORTATION SERVICES	
Registration Number:	4708656	AMERIQUEST BUSINESS SERVICES	
Registration Number:	4708657	AQ AMERIQUEST BUSINESS SERVICES	
Registration Number:	4708658	AQ	
Registration Number:	2360744	AMERIQUEST	
Registration Number:	5296783	FX FLEETXCHANGE	
Registration Number:	5296784	FLEETXCHANGE	
Registration Number:	3977337	RITEINSIGHT	
CORRESPONDENCE DATA			
Fax Number:	3128637867		

OP \$415.00 4138190

TRADEMARK

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: 3128637267
Email: jaclyn.digrande@goldbergkohn.com
Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7129.032
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NAME OF SUBMITTER:	Jaclyn Di Grande
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SIGNATURE:	/jaclyn di grande/
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DATE SIGNED:	11/15/2018
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Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 15, 2018, by Corcentric, LLC, a Delaware limited liability company (the "Grantor"), in favor of TCW ASSET MANAGEMENT COMPANY LLC, in its capacity as agent for the Lenders (as defined below) (in such capacity, the "Agent").

RECITALS

WHEREAS, the Lenders have severally agreed to extend credit to the Grantor pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and among Corcentric, Inc., a Delaware corporation, Grantor, and Corcentric Capital Equipment Solutions, LLC, a Florida limited liability company ("Corcentric Capital", and together with the Grantor and Corcentric, LLC, collectively, the "Borrowers"), the financial institutions that are or may from time to time become parties thereto (the "Lenders"), and the Agent, pursuant to which the Lenders have agreed to make loans to Borrowers (unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Loan and Security Agreement);

WHEREAS, pursuant to the terms of the Loan and Security Agreement the Obligations of the Borrowers under the Loan and Security Agreement are secured;

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title and interest in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers and other Obligors under the Loan and Security Agreement or any other Loan Document.

In consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing 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:

1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any

trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

4. each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

5. each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

6. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Loan and Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is subject to the terms and conditions of the Intercreditor Agreement and in the event of any conflict between the terms hereof and thereof, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CORCENTRIC, LLC

By Corcentric, Inc., its sole member

By:

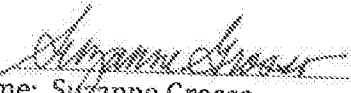


Name: Mark P. Joyce

Title: EVP & Chief Financial Officer

Acknowledged:

TCW ASSET MANAGEMENT COMPANY LLC,
as Agent

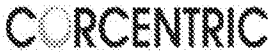




By: 
Name: Suzanne Grosso
Title: Managing Director


SCHEDULE 1
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

UNITED STATES TRADEMARKS:

Registrations:

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
CORCENTRIC ONECONNECT	Corcentric, LLC	Registered	4,138,190	May 08, 2012
ONECONNECT	Corcentric, LLC	Registered	4,130,643	April 24, 2012
COR360	Corcentric, LLC	Registered	4,013,964	August 16, 2011
CORCENTRIC	Corcentric, LLC	Registered	5,191,650	April 25, 2017
	Corcentric, LLC	Registered	5,392,181	January 30, 2018
CORCONNECT	Corcentric, LLC	Registered	5,191,651	April 25, 2017
	Corcentric, LLC	Registered	5,324,141	October 31, 2017
	Corcentric, LLC	Registered	3,636,156	June 09, 2009
AMERIQUEST TRANSPORTATION SERVICES	Corcentric, LLC	Registered	3,636,154	June 09, 2009
AMERIQUEST BUSINESS SERVICES	Corcentric, LLC	Registered	4,708,656	March 24, 2015
	Corcentric, LLC	Registered	4,708,657	March 24, 2015
	Corcentric, LLC	Registered	4,708,658	March 24, 2015
AMERIQUEST	Corcentric, LLC	Renewed	2,360,744	June 20, 2000

	Corcentric, LLC	Registered	5,296,783	September 26, 2017
FLEETXCHANGE	Corcentric, LLC	Registered	5,296,784	September 26, 2017
RiteInsight	Corcentric, LLC	Registered	3,977,337	June 24, 2011

SCHEDULE 2
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

<u>Patent</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Federal Registration No.</u>	<u>Issue Date</u>
Collective Business System	AmeriQuest Business Services, Inc.	Issued Patent	6,351,738	February 26, 2002