

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498455

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Corcentric, LLC		11/15/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	135 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

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

TRADEMARK

Fax Number:

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Maria E. DeGiovanni
Address Line 1: 35 W. Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	1740/261
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NAME OF SUBMITTER:	Maria E. DeGiovanni
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SIGNATURE:	/Maria E. DeGiovanni by trademarkny/
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DATE SIGNED:	11/16/2018
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Total Attachments: 8

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**AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY
AGREEMENT**

THIS AMENDED AND RESTATED 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 Bank of America, N.A., in its capacity as agent for the Lenders (as defined below) (in such capacity, the "Agent").

RECITALS

WHEREAS, Grantor (as successor by merger to each of Ameriquest Business Services, Inc., a New Jersey corporation and Corcentric Collective Business System Corp., a Virginia corporation) has previously entered into (i) that certain Patent and Trademark Security Agreement dated as of December 4, 2012 (the "Original Patent and Trademark Security Agreement") in favor of Administrative Agent for the benefit of the Lenders (as defined therein) which was recorded on December 6, 2012 at Reel 4913 Frame 0895 and (ii) that certain Trademark Security Agreement dated as of October 11, 2016 (the "Additional Trademark Security Agreement, together collectively with the Original Patent and Trademark Security Agreement, the "Existing IP Agreements") in favor of Administrative Agent for the benefit of the Lenders (as defined therein) which was recorded on October 13, 2016, at Reel 5899 Frame 0848;

WHEREAS, the Lenders have severally agreed to extend credit to the Grantor pursuant to that certain Amended and Restated 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, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates (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 Grantor 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").

On the Date hereof, the Existing IP Agreements shall be amended, restated and superseded in their entirety by this Agreement.

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 B. Boyce
Title: Chief Financial Officer

[Signature Page to Amended and Restated Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006482 FRAME: 0639

Acknowledged:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Charles Faircloth

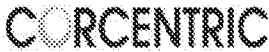




Title: Senior Vice President


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