

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM850304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Source Holding Delaware, LLC		11/01/2023	Limited Liability Company: DELAWARE
Fulfillment Corporation of America		11/01/2023	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	DEERPATH FUND SERVICES, LLC, as Agent		
Street Address:	405 Lexington Avenue, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85478178	SOURCE LOGISTICS	
Serial Number:	85478199	SOURCE FREIGHT	
Serial Number:	87454090	WE CAN'T BE CONTAINED	
Serial Number:	87239349	SOURCE CONNECT	
Serial Number:	76440175	3E-FULFILLMENT	
Serial Number:	76409629	3E-FULFILLMENT	
CORRESPONDENCE DATA			
Fax Number:	7132269736		
<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:	713-226-6000		
Email:	TMMail@porterhedges.com		
Correspondent Name:	Jonathan Pierce		
Address Line 1:	P.O. Box 4744		
Address Line 4:	Houston, TEXAS 10174		
ATTORNEY DOCKET NUMBER:	010997-0340		
NAME OF SUBMITTER:	Jonathan Pierce		

CH \$165.00 85478178

SIGNATURE:	/jmp/
DATE SIGNED:	11/01/2023
Total Attachments: 5 source=2023-11-01 Project Gateway TSA - Executed 010997-0340#page1.tif source=2023-11-01 Project Gateway TSA - Executed 010997-0340#page2.tif source=2023-11-01 Project Gateway TSA - Executed 010997-0340#page3.tif source=2023-11-01 Project Gateway TSA - Executed 010997-0340#page4.tif source=2023-11-01 Project Gateway TSA - Executed 010997-0340#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2023, is made by Source Holding Delaware, LLC, a Delaware limited liability company ("Source Holding") and Fulfillment Corporation of America ("Fulfillment"), an Oregon corporation (collectively, the "Grantors"), in favor of DEERPATH FUND SERVICES, LLC ("DP"), as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to that certain Credit Agreement, dated as of November 1, 2023 (as amended, restated, extended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among Gateway Acquisition HoldCo, LLC, a Delaware limited liability company, Source Holding, each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and DP, as Administrative Agent, Collateral Agent, and a Lender.

WHEREAS, each Grantors is party to the Security Agreement, dated as of November 1, 2023 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of such Grantor's right, title or interest in or to any and all of the Trademarks (other than any Excluded Assets), including those listed on Schedule I hereto, now owned or at any time hereafter acquired by such Grantor.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security 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. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon each Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

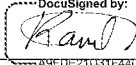
SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, this Trademark Security Agreement shall terminate and the lien on and security interest in the Trademarks shall be released. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor (at such Grantor's sole expense) an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature pages follow]

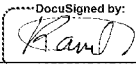
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first set forth above.

GRANTORS:

SOURCE HOLDING DELAWARE, LLC

By: 
Name: Raul Villarreal-Flores
Title: Chief Operations Officer and Chief Financial Officer

FULFILLMENT CORPORATION OF AMERICA

By: 
Name: Raul Villarreal-Flores
Title: Chief Operations Officer and Chief Financial Officer

Accepted and Agreed:

DEERPATH FUND SERVICES, LLC



By: _____



Name: Anish Bahl

Title: Chief Financial Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

U.S. Trademark Registrations

Owner	Mark	Reg. No.	Reg. Date
Source Holding Delaware, LLC	SOURCE CONNECT	5159044	3/14/2017
Source Holding Delaware, LLC	 SOURCE logistics	4193639	8/21/2012
Source Holding Delaware, LLC	 SOURCE Freight	4197405	8/28/2012
Source Holding Delaware, LLC	WE CAN'T BE CONTAINED	5364252	12/26/2017
Source Holding Delaware, LLC	SOURCE CONNECT	5227847	06/20/2017
Fulfillment Corporation of America	DIGITAL FULFILLMENT	5154134	3/07/2017
Fulfillment Corporation of America	3E-FULFILLMENT	2850212	6/8/2004
Fulfillment Corporation of America	3E-FULFILLMENT	2739917	6/22/2003

U.S. Trademark Applications

None.