

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue-Grace I.P., LLC		10/13/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4275348	AEON	
Registration Number:	3798456	BG	
Serial Number:	87279960	BLUEGRACE	
Registration Number:	3997591	BLUEGRACE	
Registration Number:	3748784	BLUE GRACE LOGISTICS	
Registration Number:	4135386	BLUESHIP	
Registration Number:	4135388	BLUESHIP	
Registration Number:	4107610	DOCK TO DOC	
Registration Number:	4148737	FIGHTER WAREHOUSE	
Registration Number:	4932317	MATRIXIQ	
Serial Number:	86740962	SKYVIEW	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		

OP \$290.00 4275348

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F173322

NAME OF SUBMITTER: Robin Dunn

SIGNATURE: /Robin Dunn/

DATE SIGNED: 10/18/2017

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Blue-Grace I.P., LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Florida - LLC

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 13, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ally Bank

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Utah
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
87279960; 86740962

B. Trademark Registration No.(s)
4275348; 3798456; 3997591; 3748784; 4135386; 4135388;
4107610; 4148737; 4932317

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Patrick Kellner

Internal Address: c/o Cogency Global

Street Address: 600 Wilshire Blvd., Suite 980

City: LA

State: CA Zip: 90017

Phone Number: 888-600-9540

Docket Number: _____

Email Address: pkellner@cogencyglobal.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290


- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



October 18, 2017

Signature

Date

Robin Dunn

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 13, 2017 by and among **ALLY BANK** ("**Bank**") and **BLUE-GRACE GROUP LLC**, a Delaware limited liability company, **BLUE-GRACE LOGISTICS LLC**, a Florida limited liability company, **BLUE-GRACE FRANCHISE LLC**, a Florida limited liability company, **BLUE-GRACE TECHNOLOGIES LLC**, a Florida limited liability company, **BLUE-GRACE SYSTEMS LLC**, a Florida limited liability company, **BLUE-GRACE I.P., LLC**, a Florida limited liability company and **BLUE-GRACE VENTURES LLC**, a Delaware limited liability company (collectively, the "**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), except for any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "**Statement of Use**" and issuance of a "**Certificate of Registration**" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "**Amendment to Allege Use**" whereby such intent-to-use trademark application is converted to a "**use in commerce**" application pursuant to Section 1(c) of the Lanham Act, and including without limitation all proceeds thereof (such as, by way of

example but not by way of limitation, 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Blue-Grace Group LLC,
a Delaware limited liability company;

Blue-Grace Franchise LLC,
a Florida limited liability company;

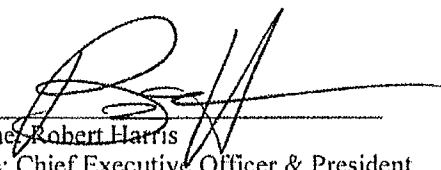
Blue-Grace Logistics LLC,
a Florida limited liability company;

Blue-Grace Technologies LLC,
a Florida limited liability company;

Blue-Grace Systems LLC,
a Florida limited liability company;

Blue-Grace I.P., LLC,
a Florida limited liability company;

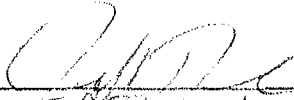
Blue-Grace Ventures LLC,
a Delaware limited liability company

By 
Name: Robert Harris
Title: Chief Executive Officer & President

Address of Grantor:
2846 S. Falkenburg Road
Riverview, Florida 33578

Bank:

Ally Bank

By: 
Name: Jeff Kishoats
Title: Authorized Signatory

Address of Bank:

300 Park Avenue, 4th Floor
New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C

TRADEMARKS

Trademark & Design	Registration / Application No.	Registration / Application Date	Registered Owner / Applicant
AEON	4275348	15-JAN-2013	Blue-Grace I.P. LLC
BG	3798456	08-JUN-2010	Blue-Grace I.P. LLC
BLUEGRACE	87279960	23-DEC-2016	Blue-Grace I.P. LLC
BLUEGRACE	3997591	19-JUL-2011	Blue-Grace I.P. LLC
BLUE GRACE LOGISTICS	3748784	16-FEB-2010	Blue-Grace I.P. LLC
BLUESHIP	4135386	01-MAY-2012	Blue-Grace I.P. LLC
BLUESHIP	4135388	01-MAY-2012	Blue-Grace I.P. LLC
DOCK TO DOC	4107610	06-MAR-2012	Blue-Grace I.P. LLC
FIGHTER WAREHOUSE	4148737	29-MAY-2012	Blue-Grace I.P. LLC
MATRIXIQ	4932317	05-APR-2016	Blue-Grace I.P. LLC
SKYVIEW	86740962	28-AUG-2015	Blue-Grace I.P. LLC