

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)/Execution Date(s):

LINEAGE LOGISTICS HOLDINGS, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Limited Liability Company

Citizenship: DEExecution Date(s) April 26, 2013Additional names of conveying parties attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addressees, or citizenship attached?

☒ NoName: GOLDMAN SACHS BANK USAInternal
Address:Street Address: c/o Goldman Sachs & Co., 30 Hudson Street, 5th FloorCity: Jersey CityState: NJCountry: USAZip: 07302

- ☐ Association Citizenship:
☐ General Partnership Citizenship:
☐ Limited Partnership Citizenship:
☐ Corporation Citizenship:
☒ Chartered Bank Citizenship: New York

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) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

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: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: NYZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-uds@albany@wolterskluwer.com6. Total number of applications and
registrations involved: 57. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00☒ Authorized to be charged by credit card☐ Authorized to be charged to deposit account☐ Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 1868Expiration Date 06/15

b. Deposit Account Number

Authorized User Name:

9. Signature:

Kareem Ansley

Signature

April 26, 2013

Date

Kareem Ansley
 Name of Person Signing

Total number of pages including cover
 sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$140.00 4265684


THIS IS A CONTINUATION OF THE INFORMATION IN ITEM NO. 1.

Names and citizenships of additional conveying parties:

CITYICE COLD STORAGE, LLC, a Washington limited liability company
RICHMOND COLD STORAGE COMPANY, LLC, a Georgia limited liability company
SEAFREEZE ACQUISITION, LLC, a Delaware limited liability company

Schedule I

United States Registered Trademarks

| | | | | | |
|---------------------------------|---|-----|---------|-------------|---|
| Lincage Logistics Holdings, LLC |  | USA | 4265684 | 25-DEC-2012 | Section 8 Affidavit of Use due 12/25/2018 Renewal due 12/25/2022 |
| Lincage Logistics Holdings, LLC | LINEAGE | USA | 4265685 | 25-DEC-2012 | Section 8 Affidavit of Use due 12/25/2018 Renewal due 12/25/2022 |
| CityIce Cold Storage Company | CITYSERVICE NET | USA | 1769462 | 04-MAY-1993 | Renewal due 05/04/2013. |
| Richmond Cold Storage Co., Inc. | COLDTRAX | USA | 3425896 | 13-MAY-2008 | Section 8 Affidavit of Use due 05/13/2018 Renewal due 05/13/2022 |
| Seafreeze Acquisition, LLC | SEAFREEZE | USA | 2399350 | 31-OCT-2000 | Renewal due 10/31/2020 |

United States Trademark Applications
None.

TRADEMARK SECURITY AGREEMENT dated as of April 26, 2013 (this "*Agreement*"), among each of the subsidiaries of Holdings listed on the signature pages hereto (each a "*Grantor*" and collectively, the "*Grantors*") and GOLDMAN SACHS BANK USA ("*Goldman Sachs*"), as collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Credit Agreement dated as of April 26, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Lineage Logistics, LLC, the other Borrowers party thereto, Lineage Logistics Holdings, LLC ("*Holdings*"), the Lenders from time to time party thereto and Goldman Sachs, as Administrative Agent and as Collateral Agent and (b) the Guarantee and Collateral Agreement dated as of April 26, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among the Borrowers, Holdings, the Subsidiaries of Holdings from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are parties to the Guarantee and Collateral Agreement and will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(a) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants, assigns and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest of such Grantor in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (including to the fullest extent arising under any Requirement of Law), all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the "*Trademarks*"); and

(b) all goodwill associated with or symbolized by the Trademarks;

but excluding in all cases any trademark or servicemark applications that have been filed with the United States Patent and Trademark Office on the basis of an "intent-to-use" with respect to

such marks, unless and until a statement of use or amendment to allege use is filed or any other filing is made or circumstances otherwise change so that the interests of the applicable Grantor in such marks is no longer on an "intent-to-use" basis, at which time such marks shall automatically and without further action by the parties be subject to the security interests and liens granted hereby.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference *mutatis mutandis* as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

LINEAGE LOGISTICS HOLDINGS, LLC
CITYICE COLD STORAGE, LLC
RICHMOND COLD STORAGE COMPANY, LLC
SEAFREEZE ACQUISITION, LLC

By: Bay Grove Management Company, LLC,
as each of their Manager

by


Name: Kevin Marchetti
Title: Manager

ABL Trademark Security Agreement

TRADEMARK
REEL: 005025 FRAME: 0215

GOLDMAN SACHS BANK USA, as Collateral Agent

By: Charles D. Johnston
Name: _____
Title: _____

Charles D. Johnston
Authorized Signatory

ABL Trademark Security Agreement