

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):

SCS LL, LLC

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

Citizenship: DEExecution Date(s) April 7, 2014Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes☐ Yes☒ 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-udsalbany@wolterskluwer.com6. Total number of applications and registrations involved: 17. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974
 Expiration Date 03/17
 b. Deposit Account Number
 Authorized User Name:

9. Signature: _____

Signature

April 7, 2014
Date

Kareem Ansley
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

Schedule I

U.S. Trademark Registrations

Registrant Owner/Grantor	Mark	Country	Registration Number	Registration Date	Expiration Date
SCS LL, LLC	SCS	USA	2136568	02/17/1998	9/22/2022

TRADEMARK SECURITY AGREEMENT dated as of April 7, 2014 (this "**Agreement**"), among the Grantor listed on the signature pages hereto (the "**Grantor**") and GOLDMAN SACHS BANK USA, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Amended and Restated Credit Agreement dated as of April 7, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Lineage Logistics, LLC and the other entities party thereto as borrowers (collectively, the "**Borrowers**"), Lineage Logistics Holdings, LLC ("**Holdings**"), the Lenders from time to time party thereto and Goldman Sachs Bank USA, 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 Grantor is a party to the Guarantee and Collateral Agreement and will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is 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, the 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 the Grantor in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the 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 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. The 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.

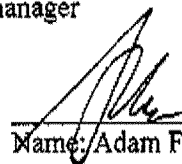
SECTION 5. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

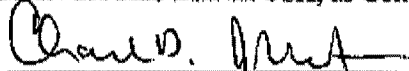
SCS LL, LLC

By: Bay Grove Management Company, LLC,
as its manager



Name: Adam Forste
Title: Manager

GOLDMAN SACHS BANK USA, as Collateral Agent

By: 
Name: Charles D. Johnston
Title: Authorized Signatory

ABL Trademark Security Agreement – SCS

RECORDED: 04/07/2014

**TRADEMARK
REEL: 005252 FRAME: 0252**