

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM300557

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCS LL, LLC		04/07/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2136568	SCS	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-39367		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	04/07/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of April 7, 2014 (this "**Agreement**"), among the Grantor listed on the signature pages hereto (the "**Grantor**") and CREDIT SUISSE AG ("**Credit Suisse**"), 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 (the "**Borrower**"), Lineage Logistics Holdings, LLC ("**Holdings**"), the Lenders from time to time party thereto and Credit Suisse AG, 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 Borrower, Holdings, the Subsidiaries of Holdings from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower 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.

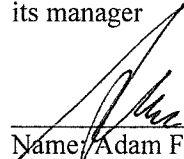
SECTION 5. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remained 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.

SCS LL, LLC

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

A handwritten signature in black ink, appearing to read 'Adam Forste', is written over a horizontal line.

Name: Adam Forste
Title: Manager


[Signature Page to Trademark Security Agreement]

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TRADEMARK
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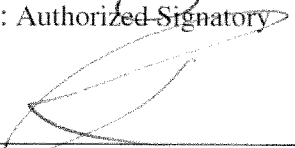
CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,

by



Name: Michael Spaight
Title: Authorized Signatory

by



Name: Ryan Long
Title: Authorized Signatory

Schedule I

U.S. Trademark Registrations

<u>Registered Owner/Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
SCS II, LLC	SCS	USA	2136568	02/17/1998	9/22/2022