

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327529

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Amended and Restated Patent, Trademark and Copyright Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RMJ Partners, L.P.		12/30/2014	LIMITED PARTNERSHIP: DELAWARE
Hub One Logistics Corporation		12/30/2014	CORPORATION: PENNSYLVANIA
Hub One Logistics, Ltd.		12/30/2014	LIMITED PARTNERSHIP: PENNSYLVANIA
Basix Restaurant Services, LLC		12/30/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Resource Management Advantage, LLC		12/30/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Armada Supply Chain Solutions, LLC		12/30/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Armada Warehousing & Distribution, LLC		12/30/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Basix Restaurant Services, L.P.		12/30/2014	LIMITED PARTNERSHIP: PENNSYLVANIA
Leveraged Execution Providers, LLC		12/30/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Leveraged Execution Providers, LP		12/30/2014	LIMITED PARTNERSHIP: PENNSYLVANIA
Leveraged Execution Providers Expedited, LLC		12/30/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Leveraged Execution Providers Storage, LLC		12/30/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Leveraged Execution Providers Freight, LLC		12/30/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	249 Fifth Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>		<b>TRADEMARK</b>	
900311318		REEL: 005431 FRAME: 0782	

CH \$65.00 4561226

Property Type	Number	Word Mark
Registration Number:	4561226	
Registration Number:	4581667	

**CORRESPONDENCE DATA**

**Fax Number:** 4125621041  
*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.*  
**Phone:** 412-562-1637  
**Email:** vicki.cremonese@bipc.com  
**Correspondent Name:** Michael L. Dever  
**Address Line 1:** 301 Grant Street  
**Address Line 2:** 20th Floor  
**Address Line 4:** Pittsburgh, PENNSYLVANIA 15219

<b>ATTORNEY DOCKET NUMBER:</b>	0011046-300175
<b>NAME OF SUBMITTER:</b>	Michael L. Dever
<b>SIGNATURE:</b>	/Michael L. Dever/
<b>DATE SIGNED:</b>	12/30/2014

**Total Attachments: 10**

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**FIRST AMENDMENT TO AMENDED AND RESTATED PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT dated effective as of December 30, 2014 (the "**Amendment**"), is made by and among RMJ PARTNERS, L.P., a Delaware limited partnership (the "**Borrower**"), AND EACH OF THE OTHER PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOMES A PLEDGOR HEREUNDER FROM TIME TO TIME (the Borrower and each such other Persons, each a "**Pledgor**" and collectively, the "**Pledgors**"), and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent for the Lenders as defined herein (the "**Administrative Agent**").

R E C I T A L S:

A. The parties hereto are parties to that certain Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of December 30, 2009 and recorded on January 19, 2010, at Trademark Reel 4133, Frame 0357, and that Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of December 30, 2011 and recorded on December 30, 2011 at Trademark Reel 4689, Frame 0351 (as amended, restated, modified or supplemented from time to time, the "**Patent, Trademark and Copyright Security Agreement**").

B. In connection with the Second Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the "**Credit Agreement**") of even date herewith by and among the Borrower, the Guarantors now or hereafter party thereto, the Lenders now or hereafter party thereto, and the Administrative Agent (as each term is defined in the Credit Agreement), the Pledgors party hereto and the Administrative Agent desire to amend the Patent, Trademark and Copyright Security Agreement to supplement Schedule A to and to continue the obligations, liabilities and indebtedness of the Pledgors to the Administrative Agent and the Lenders.

C. This Agreement amends the Patent, Trademark and Copyright Security Agreement thereby continuing to secure all of the Debt (as defined in the Patent, Trademark and Copyright Security Agreement) under the Credit Agreement and the other Loan Documents, all as otherwise more fully described herein in the manner set forth herein.

D. NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

**1. Definitions.**

Defined terms used herein unless otherwise defined herein shall have the meanings ascribed to them in the Patent, Trademark and Copyright Security Agreement.

**2. Amendment of Patent, Trademark and Copyright Security Agreement.**

(a) Amendment to Schedule A. Schedule A to the Patent, Trademark and Copyright Security Agreement is supplemented as set forth in Annex A hereto.

### **3. Representations and Warranties.**

The Pledgors hereby represent and warrant to the Administrative Agent as follows:

(a) The representations and warranties of the Pledgors contained in the Patent, Trademark and Copyright Security Agreement are true and correct on and as of the date hereof with the same force and effect as though made by the Pledgors on such date, except to the extent that any such representation or warranty expressly relates solely to a previous date; and

(b) The Pledgors are in compliance with all terms, conditions, provisions, and covenants contained in the Patent, Trademark and Copyright Security Agreement, and the execution, delivery, and performance of this Amendment have been duly authorized by all necessary corporate action, require no governmental approval, and will neither contravene, conflict with, nor result in the breach of any law, charter, articles, or certificate of incorporation, bylaws, or agreement governing or binding upon the Pledgors or any of their respective property.

### **4. Conditions of Effectiveness of this Amendment.**

The effectiveness of this Amendment is expressly conditioned upon satisfaction of each of the following conditions precedent:

(a) The Pledgors shall pay the costs and expenses of the Administrative Agent, including without limitation, reasonable fees of the Administrative Agent's counsel in connection with this Amendment.

(b) All legal details and proceedings in connection with the transactions contemplated by this Amendment shall be in form and substance satisfactory to the Administrative Agent, and the Administrative Agent shall have received from the Pledgors all such other counterpart originals or certified or other copies of such documents and proceedings in connection with such transactions, in form and substance satisfactory to the Administrative Agent.

(c) No Default or Event of Default has occurred and is continuing, and Pledgors by executing this Amendment confirms the same and also confirms the accuracy of the representations and warranties in Section 3 above.

### **5. Force and Effect.**

Pledgors reconfirm, restate, and ratify the Patent, Trademark and Copyright Security Agreement, the Loan Documents and all other documents executed in connection therewith except to the extent any such documents are expressly modified by this Amendment and Pledgors confirm that all such documents have remained in full force and effect since the date of their execution. This Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Patent, Trademark and Copyright Security Agreement or under the Credit

Agreement or any of the other Loan Documents. The Pledgors and the Administrative Agent acknowledge and agree that the Patent, Trademark and Copyright Security Agreement remains in full force and effect and has continued to secure the indebtedness, loans, liabilities, expenses, and obligations under each and all of the Credit Agreement and the other Loan Documents since the date of execution of Patent, Trademark and Copyright Security Agreement, and that this Amendment is entitled to all rights and benefits originally pertaining to the Patent, Trademark and Copyright Security Agreement.

**6. Reaffirmation.**

Pledgors reaffirm, pursuant to Section 5 of the Patent, Trademark and Copyright Security Agreement, that if, before the Obligations shall have been Paid In Full, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

**7. Governing Law.**

This Amendment shall be construed in accordance with and governed by the internal laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

**8. Counterparts.**

This Amendment may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**9. Effective Date.**

This Amendment shall be effective as of and shall be dated as of the date of satisfaction of all conditions set forth in Section 4 of this Amendment.

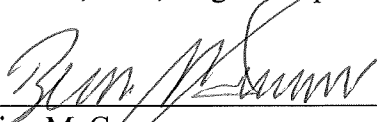
**[SIGNATURE PAGE TO FIRST AMENDMENT TO AMENDED AND RESTATED  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have executed this Amendment as of the date first above written.

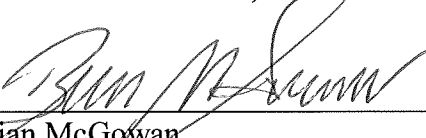
**PLEDGORS:**

**RMJ PARTNERS, L.P.**

By: RMJ GP, LLC, its general partner

By:   
\_\_\_\_\_  
Brian McGowan  
Chief Financial Officer

**HUB ONE LOGISTICS CORPORATION, for  
itself and as general partner of  
HUB ONE LOGISTICS, LTD.**

By:   
\_\_\_\_\_  
Brian McGowan  
Chief Financial Officer

**[SIGNATURE PAGE TO FIRST AMENDMENT TO AMENDED AND RESTATED  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

**BASIX RESTAURANT SERVICES, LLC**

**RESOURCE MANAGEMENT ADVANTAGE,  
LLC**

**ARMADA SUPPLY CHAIN SOLUTIONS, LLC**

**ARMADA WAREHOUSING &  
DISTRIBUTION, LLC, for itself and as general  
partner of BASIX RESTAURANT  
SERVICES, L.P.**

**LEVERAGED EXECUTION PROVIDERS,  
LLC, for itself and as general partner of  
LEVERAGED EXECUTION PROVIDERS, LP**

**LEVERAGED EXECUTION PROVIDERS  
EXPEDITED, LLC**

**LEVERAGED EXECUTION PROVIDERS  
STORAGE, LLC**

**LEVERAGED EXECUTION PROVIDERS  
FREIGHT, LLC**

By: \_\_\_\_\_

  
Brian McGowan

Chief Financial Officer

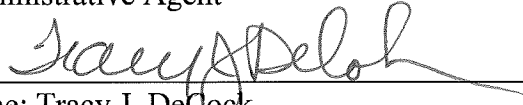
**TRADEMARK**

**REEL: 005431 FRAME: 0788**

**[SIGNATURE PAGE TO FIRST AMENDMENT TO AMENDED AND RESTATED  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

**ADMINISTRATIVE AGENT:**

**PNC BANK, NATIONAL ASSOCIATION, as  
Administrative Agent**

By:   
Name: Tracy J. DeCock  
Title: Senior Vice President



**SCHEDULE A  
TO  
FIRST AMENDMENT TO AMENDED AND RESTATED PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS**

1. Registered Patents: None.
2. Trademarks:
  - a. Service Mark - Basix, Class 42, Registration No 3,031,699, Ser No. 78-446,488, Filed with the United States Patent and Trademark Office July 6, 2004, Assigned to Armada Group Ltd. February 12, 2008, Assigned to Basix Restaurant Services, LLC December 28, 2009.
  - b. Service Mark - Analyze, Class 42, Registration No 3,009,777, Ser No. 78-446,654, Filed with the United States Patent and Trademark Office July 6, 2004, Assigned to Armada Group Ltd. February 12, 2008, Assigned to Basix Restaurant Services, LLC December 28, 2009.
  - c. Service Mark – Catalog & Communicate, Class 42, Registration No 3,009,778, Ser No. 78-446,655, Filed with the United States Patent and Trademark Office July 6, 2004, Assigned to Armada Group Ltd. February 12, 2008, Assigned to Basix Restaurant Services, LLC December 28, 2009.
  - d. Service Mark – 24TRACC, Class 42, Registration No 3,342,040, Ser No. 78-910,078, Filed with the United States Patent and Trademark Office June 16, 2006, Assigned to Armada Group Ltd. February 12, 2008, Assigned to Basix Restaurant Services, LLC December 28, 2009.
  - e. Service Mark – BASIX (stylized color logo) Classes 35, 39 and 42, Registration No 3748068 , Ser. No. 77-164,674, Filed with the United States Patent and Trademark Office April 24, 2007, Assigned to Basix Restaurant Services, LLC December 28, 2009.
  - f. Service Mark – LXP (stylized color logo) Registration Class 35, Registration No 3,485,848, Ser No. 77-164,663, Filed with the United States Patent and Trademark Office April 24, 2007, Registered by Armada Group, Ltd., Assigned to Leveraged Execution Providers, LP December 28, 2009. [Note: Borrower intends to allow this mark to expire.]
  - g. Service Mark – ARMADA SUPPLY CHAIN SOLUTIONS (stylized color logo) Registration Class 35, Registration No 3,665,461, Ser No. 77-164,115, Filed with the United States Patent and Trademark Office April 24, 2007,

Registered by Armada Group, Ltd., Assigned to Armada Supply Chain Solutions, LLC December 28, 2009.

- h. Service Mark – HUB1 (stylized color logo) Registration Class 39, Registration No 3,489,632, Ser No. 77-164,670, Filed with the United States Patent and Trademark Office April 24, 2007, Registered by Armada Group, Ltd., Assigned to Hub One Logistics, Ltd. December 28, 2009. [Note: Borrower intends to allow this mark to expire.]
- i. Service Mark – ARMADA (standard character mark) Registration No 4,369,442, Ser No. 85513606, Registered with the United States Patent and Trademark Office July 16, 2013, Registered by RMJ Partners, L.P.
- j. Service Mark – ARMADA. Filed in Canada, Registration number TMA858,987, File number 1560506. Registration date August 30, 2013 by RMJ Partners, L.P.
- k. RMJ Partners, L.P. has also initiated registration proceedings in the following jurisdictions for the mark "Armada": Mexico, the European Union (community trademark) and Brazil.
- l. Service Mark – ARMADA. Class 35, Registration No 176872, Registered with the United Arab Emirates Ministry of Economy July 19, 2012 by RMJ Partners, L.P.
- m. Service Mark – ARMADA. Class 39, Registration No 176873, Registered with the United Arab Emirates Ministry of Economy July 19, 2012 by RMJ Partners, L.P.
- n. Service Mark – ARMADA. Class 42, Registration No 176874, Registered with the United Arab Emirates Ministry of Economy July 19, 2012 by RMJ Partners, L.P.
- o. Service Mark – Design of three shaded (grey) overlapping triangles. Classes 35, 39 and 42, Registration No 4561226, Ser. No. 85-902,816, Registered with the United States Patent and Trademark Office July 1, 2014, Registered by RMJ Partners, L.P.
- p. Service Mark – Design of three shaded (purple, blue and green) overlapping triangles. Classes 35, 39 and 42, Registration No 4581667, Ser. No. 86-026,233, Registered with the United States Patent and Trademark Office August 5, 2014, Registered by RMJ Partners, L.P.
- q. Service Mark – DELIVERME (standard character mark) Ser No. 85913217, Filed with the United States Patent and Trademark Office April 24, 2013, by RMJ Partners, L.P.

- r. Service Mark – LXP (standard character mark) Serial No. 86410457; application filed with the United States Patent and Trademark Office September 30, 2014 by Leveraged Execution Providers, LP.
  - s. Service Mark – HUB 1 (standard character mark) Serial No. 86410411; application filed with the United States Patent and Trademark Office September 30, 2014 by Hub One Logistics, Ltd.
- 3. Trade Names: None.
  - 4. Copyrights: None.

**SCHEDULE B  
TO  
FIRST AMENDMENT TO AMENDED AND RESTATED PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES  
OTHER THAN PERMITTED LIENS**

None.