

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT TO FOURTH AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maxum Enterprises LLC		06/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue, 4th Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4889206	PILOT THOMAS	
Registration Number:	4892399	PILOT THOMAS LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Jennifer Riehl		
SIGNATURE:	/Jennifer Riehl/		
DATE SIGNED:	07/01/2016		
Total Attachments: 10			
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Rights#page2.tif

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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):

Maxum Enterprises LLC

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: DE
- Other Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 29, 2016

- Assignment Merger
- Security Agreement Change of Name
- Other Supp to 4th Amended Sec Int in TMs

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association

Street Address: 500 First Avenue, 4th Floor

City: Pittsburgh

State: PA

Country: USA Zip: 15219

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

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

B. Trademark Registration No.(s)

4889206

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: Jennifer Riehl, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3788

Docket Number: _____

Email Address: jriehl@cahill.com

6. Total number of applications and registrations involved:

2

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

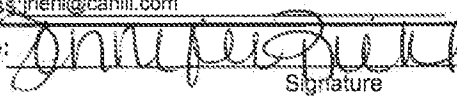
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

June 30, 2016

Date

Jennifer Riehl

Name of Person Signing

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

10

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 1480, Alexandria, VA 22313-1480

**SUPPLEMENT TO
FOURTH AMENDED AND RESTATED GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This Supplement to Fourth Amended and Restated Grant of Security Interest in Trademark Rights (this "Supplement"), dated June 29, 2016, is made by Maxum Enterprises LLC, a Delaware limited liability company (the "Grantor"), in favor of PNC Bank, National Association, as agent for the Lenders (as defined below) (in such capacity, the "Agent") in connection with that certain Amended and Restated Revolving Credit and Security Agreement, dated of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"), by and among the Borrowers (as defined in the Loan Agreement), the Grantor and the other Guarantors (as defined in the Loan Agreement), PNC and the various other financial institutions from time to time a party thereto (PNC and such other financial institutions are each, a "Lender" and collectively, the "Lenders") and the Agent.

WITNESSETH

WHEREAS, pursuant to that certain Fourth Amended and Restated Revolving Credit and Security Agreement (the "Original Loan Agreement"), dated August 31, 2012, certain borrowers and guarantors under the Original Loan Agreement entered into that certain Fourth Amended and Restated Grant of Security Interest in Trademark Rights (the "Original Trademark Agreement"), dated August 31, 2012, executed by the grantors party thereto in favor of the Agent;

WHEREAS, pursuant to the Loan Agreement, which amends and restates the Original Loan Agreement, the Lenders have severally agreed to continue to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantor agreed to pledge and grant to the Agent (for its benefit and for the benefit of the Lenders) a continuing first-priority security interest in all Trademarks (as hereinafter defined); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Supplement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to continue to make financial accommodations to the Borrowers pursuant to the Loan Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

1. Incorporation of the Loan Agreement.

The Loan Agreement is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

2. Grant of Security Interest.

To secure the prompt payment and performance to the Agent and each Lender of the Obligations, the Grantor hereby mortgages, pledges, grants and conveys to the Agent for its benefit and for the ratable benefit of each Lender a continuing first-priority security interest in and to and Lien on all of the Grantor's right, title and interest in and to all of the following, whether now owned or existing or hereafter acquired or arising and wheresoever located:

(i) trademarks, service marks, trade names, and registrations and applications for registration for any of the foregoing, including, without limitation, the registrations and applications for registration (but excluding any “intent to use” application to register any trademark or service mark prior to filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark to the extent the creation of a Lien thereon or the grant of a security interest thereon would void or invalidate such trademark or service mark) listed on Schedule A attached hereto and made a part hereof (such registrations and applications for registration being referred to collectively as the “Registered Trademarks”), and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trade names, and registrations and applications for registration thereof, together with the items described in clauses (a) - (d), are hereinafter individually and/or collectively referred to as the “Trademarks”); and

(ii) the entire goodwill connected with and symbolized by the Trademarks (together with the Trademarks, collectively, the “Collateral”).

3. Restrictions on Future Security Interests.

The Grantor agrees that until the Obligations (other than Inchoate Indemnities) shall have been satisfied in full and the Loan Agreement and all of the Other Documents shall have been terminated, Grantor will, without the Agent’s prior written consent (which consent will not be unreasonably withheld), enter into any agreement relating to the Collateral, and Grantor further agrees that Grantor will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action that would affect the validity or enforcement of the rights granted to the Agent (for itself and for the benefit of the Lenders) under this Supplement, except as otherwise permitted pursuant to the Loan Agreement.

4. Trademarks.

The Grantor hereby appoints and constitutes the Agent its true and lawful attorney, with full power of substitution and with full power and authority to modify this Supplement by amending Schedule A to include any future Trademarks that would be Registered Trademarks under Section 2 above, and to file or refile the Notice of Security Interest in U.S. Trademarks, dated of even date herewith, executed by the Grantor in favor of the Agent (the “Notice of Security Interest”), containing Schedule A attached hereto or an amended Schedule A with the United States Patent and Trademark Office (the “USPTO”).

5. Representations and Warranties.

The Grantor represents and warrants to and agrees with the Agent that, except as otherwise set forth in Schedule A hereto:

(i) The Registered Trademarks set forth on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) Each of the Registered Trademarks set forth on Schedule A is valid and, to Grantor’s knowledge, enforceable;

(iii) The Grantor is the owner of the Trademarks set forth on Schedule A and has the power and authority to make, and will continue to have authority to perform, this Supplement according to its terms;

(iv) This Supplement does not violate and is not in contravention of any other agreement to which Grantor is a party or any judgment or decree by which Grantor is bound and does not require any consent under any other agreement to which Grantor is a party or by which Grantor is bound. Grantor hereby authorizes the USPTO to issue any and all certificates of registration on all Trademarks to the Agent (for itself and for the benefit of the Lenders) following the occurrence of an Event of Default that is continuing as the grantee of the pledge of Grantor's entire interest; and

(v) Other than Liens filed by the Agent, there has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Trademarks or any part thereof and the same are free from all Liens of any kind including, but not limited to, covenants not to sue third persons, except as may be otherwise set forth in the Loan Agreement.

6. Royalties; Terms.

Grantor hereby agrees that, from and after the occurrence and during the continuance of an Event of Default, the use by the Agent (for itself and for the benefit of the Lenders) of all Trademarks of Grantor as described above shall be worldwide to the extent of Grantor's rights therein and without any liability for royalties or other related charges from the Agent or the Lenders to Grantor. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Registered Trademarks assigned hereunder or (ii) the Obligations (other than Inchoate Indemnities) having been satisfied in full and the Loan Agreement and all of the Other Documents having been terminated.

7. Continuing Validity of Obligations.

The agreements and obligations of the Grantor hereunder are continuing agreements and obligations, and are absolute and unconditional until payment in full of the Obligations in cash or other immediately available funds (other than for the Inchoate Indemnities) and termination of the Loan Agreement. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part, (ii) any extension of the time of payment of the Notes or other instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to any Loan Party, (iv) any amendment to or modification of the terms of the Notes or other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by the Agent or any Lender and any Loan Party pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Trademarks or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against any Loan Party, (vii) any dissolution, liquidation or termination of any Loan Party for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of the Grantor hereunder, would or might otherwise be released or discharged. Grantor hereby waives notice of the acceptance of this Supplement by the Agent.

8. Duties of the Grantor.

Except as may be otherwise agreed to by the Agent, Grantor shall have the duty to (i) prosecute diligently any trademark or service mark application for registration made by the Grantor pending as of the date hereof or hereafter until the Obligations (except Inchoate Indemnities) shall have been satisfied in full and the Loan Agreement shall have been terminated, provided that diligent prosecution shall not require the filing of any such application in a foreign jurisdiction or require the continuing prosecution of an application that, in the ordinary course of business, would be reasonably determined by Grantor not to merit continuing prosecution, (ii) make application on trademarks and service marks, as appropriate, in accordance with Grantor's customary criteria, in the ordinary course of business, for determining whether such applications should be made, (iii) preserve and maintain all of Grantor's rights in Registered Trademarks, provided that the Grantor shall be permitted to not preserve and maintain its rights in such Registered Trademarks that, in the ordinary course of business, are determined by Grantor not to merit continuing preservation and maintenance, and (iv) take all reasonable steps necessary to ensure that the Trademarks do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened, provided that the Grantor shall be permitted to abandon or otherwise cease to maintain particular Trademarks that, in the ordinary course of business, are reasonably determined by Grantor not to merit continuing maintenance, and to not pursue potential infringers that, in the ordinary course of business, are reasonably determined by Grantor not to merit such pursuit. Any expenses incurred in connection with the duties set forth in this Section 8 shall be borne by the Grantor.

9. Documents.

The Grantor hereby authorizes the Agent to record and will pay the costs of recording the Notice of Security Interest in all public offices where recording is deemed necessary or desirable by the Agent. Grantor will, upon request from the Agent, execute and deliver to the Agent from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional security agreements to be filed with the USPTO, as the Agent may require for the purpose of confirming the Agent's (for its benefit and for the benefit of the Lenders) security interest in the Registered Trademarks.

10. Rights of the Grantor and/or the Agent to Sue.

The Grantor may enforce its rights in the Trademarks of such Grantor with or without the Agent's participation. If requested by Grantor, the Agent shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the same rights, if any, as Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks of Grantor, and any licenses thereunder, and, if the Agent shall commence any such suit, Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and Grantor shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 10.

11. Defeasance.

Notwithstanding anything to the contrary contained in this Supplement, upon payment in full of the Obligations (except Inchoate Indemnities) and performance of all obligations of the Loan Parties under the Loan Agreement and the Other Documents, this Supplement shall terminate and be of no further force and effect and the Agent (for itself and on behalf of the Lenders) shall thereupon promptly terminate its security interest in the Trademarks. Until such time, however, this Supplement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that Grantor may not assign

this Supplement or any of its rights under this Supplement or delegate any of its duties or obligations under this Supplement without the prior written consent of the Agent, and any such attempted assignment or delegation shall be null and void. This Supplement is not intended and shall not be construed to obligate the Agent to take any action whatsoever with respect to the Trademarks or to incur expenses or perform or discharge any obligation, duty or disability of the Grantor.

12. Waivers.

No course of dealing among the Loan Parties and the Agent nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability.

If any provision of this Supplement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

14. Modification.

This Supplement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Effect on Other Documents.

All of the Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or any other Other Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Supplement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Loan Agreement or the other Other Documents but rather is intended to facilitate the exercise of such rights and remedies.

16. Governing Law.

This Supplement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

17. Notices.

All notices, statements, requests and demands and other communications given to or made upon any Loan Party, the Agent or the Lenders in accordance with the provisions of this Supplement shall be given or made as provided in Section 16.6 of the Loan Agreement.

18. Purpose.

The security interest granted hereby has been granted to the Agent (for its benefit and for the benefit of the Lenders) in connection with the Loan Agreement and is expressly subject to the terms and con-

ditions thereof. The Loan Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

19. Counterparts.

This Supplement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

20. Supplement to Original Trademark Agreement.

This Supplement supplements the Original Trademark Agreement and is not a novation of, nor does it affect any of, the obligations of the Grantor pursuant to the Original Trademark Agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, the Grantor has caused this Agreement to be duly executed and delivered on the date first above written.

GRANTOR:

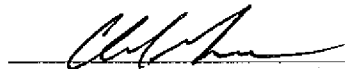
Maxum Enterprises LLC,
a Delaware limited liability company

By: Scott Prince

Name: Scott Prince
Title: President and Chief Executive
Officer

Acknowledged and Agreed:

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Chad Greene
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005826 FRAME: 0588

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Reg./App. Number	Reg./App. Date	Status	Owner
PILOT THOMAS	United States of America	4889206	1/19/2016	Service mark	Maxum Enterprises LLC
PILOT THOMAS LOGISTICS	United States of America	4892399	1/26/2016	Service mark	Maxum Enterprises LLC