

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Farren International LLC		08/09/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Prism Mezzanine Fund SBIC, L.P.		
Street Address:	444 N. Michigan Ave., Suite 1910		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4760848	FARREN INTERNATIONAL TOTAL LOGISTICS SOL	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic C/O Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	332869-21		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	08/11/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of the 9th day of August, 2016 by and between **PRISM MEZZANINE FUND SBIC, L.P., a Delaware limited partnership** (together with its successors and permitted assigns, “**Agent**”), **EZE TRUCKING HOLDINGS, INC.**, a Delaware corporation, **EZE TRUCKING, LLC**, a Delaware limited liability company, **EZE LEASING, LLC**, a California limited liability company, **EZE EQUIPMENT, LLC**, a Delaware limited liability company, **EZE LOGISTICS, LLC**, a Delaware limited liability company, **PATTERSON MOTOR FREIGHT, INC.**, a California corporation, **RIG RUNNERS, INC.**, a Texas corporation, **FARREN INTERNATIONAL LLC**, a Delaware limited liability company, **H.W. FARREN, LLC**, a Delaware limited liability company, **NORTHERN TRUCKING & LOGISTICS, LLC**, a Delaware limited liability company, **FASTWAY, LLC**, a Delaware limited liability company, and **FNF LEASING, LLC**, a Delaware limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”).

RECITALS

A. The Purchasers have agreed to issue certain notes (the “**Note Issuances**”) to the Grantors in the amounts and manner set forth in that certain Fifth Amended and Restated Note Purchase Agreement dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the “**Note Purchase Agreement**”), by and among Agent, the Purchasers and the Grantors. The Purchasers are willing to make the Note Issuances to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Purchasers, a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of the Grantors under the Note Purchase Agreement.

B. Pursuant to the terms of the Fourth Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the “**Security Agreement**”; capitalized terms used but not otherwise defined herein are used as defined in the Security Agreement), by and among the Grantors and Agent, each Grantor has granted to Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note Purchase Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Note Purchase Agreement, pursuant to the Security Agreement, each Grantor hereby grants and pledges to Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under certain of its Intellectual Property, including, without limitation, the following (but excluding Intellectual Property constituting Excluded Property in the manner and to the extent set forth in the Security Agreement):

(a) Any and all Copyrights and Copyright Licenses, including without limitation those set forth on Exhibit A attached hereto;

(b) Any and all Trade Secrets and Trade Secret Licenses;

(c) All Patents and Patent Licenses, including without limitation the Patents and Patent Licenses set forth on Exhibit B attached hereto;

(d) All Trademarks and Trademark Licenses, including without limitation those set forth on Exhibit C attached hereto.

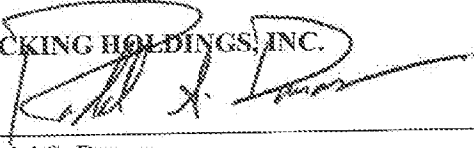
This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Note Purchase Agreement, the Security Agreement and the other Financing Documents (as defined in the Note Purchase Agreement), and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Note Purchase Agreement, the Security Agreement or any of the Financing Documents (as defined in the Note Purchase Agreement), or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Note Purchase Agreement, the Security Agreement or any of the other Financing Documents (as defined in the Note Purchase Agreement), or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

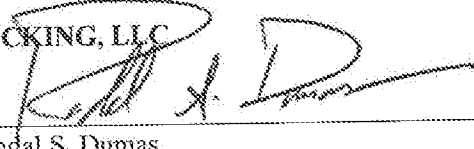
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

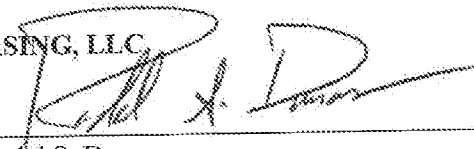
EZE TRUCKING HOLDINGS, INC.

By: 
Name: Randal S. Dumas
Title: Chief Financial Officer

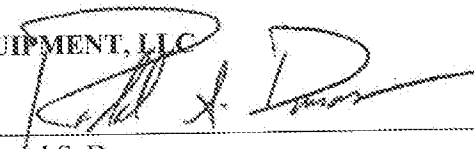
EZE TRUCKING, LLC

By: 
Name: Randal S. Dumas
Title: Chief Financial Officer

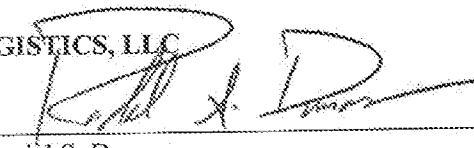
EZE LEASING, LLC

By: 
Name: Randal S. Dumas
Title: Chief Financial Officer

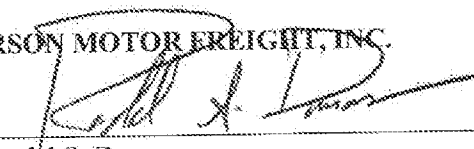
EZE EQUIPMENT, LLC

By: 
Name: Randal S. Dumas
Title: Chief Financial Officer

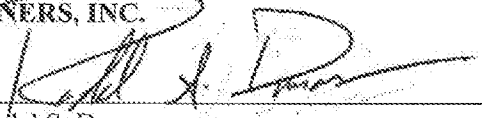
EZE LOGISTICS, LLC

By: 
Name: Randal S. Dumas
Title: Chief Financial Officer

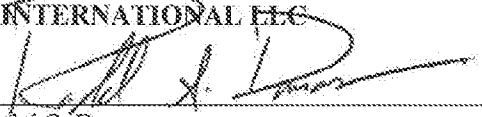
PATTERSON MOTOR FREIGHT, INC.

By: 
Name: Randal S. Dumas
Title: Chief Financial Officer


RIG RUNNERS, INC.

By: 
Name: Randal S. Dumas
Title: Chief Financial Officer

FARREN INTERNATIONAL LLC

By: 
Name: Randal S. Dumas
Title: Chief Financial Officer

H.W. FARREN, LLC

By: 
Name: Randal S. Dumas
Title: Chief Financial Officer


NORTHERN TRUCKING & LOGISTICS, LLC

By: 
Name: Randal S. Dumas
Title: Chief Financial Officer

FASTWAY, LLC

By: 
Name: Randal S. Dumas
Title: Chief Financial Officer

FNF LEASING, LLC


By: 
Name: Randal S. Dumas
Title: Chief Financial Officer

Address:
c/o EZE Trucking Holdings, Inc.
519 N. Sam Houston Parkway E., Suite 600
Houston, TX 77060
Attn: Randal S. Dumas
Facsimile: 713-675-0077
E-mail: rdumas@ezetrucking.com

AGENT:

PRISM MEZZANINE FUND SBIC, L.P.

By: PMF Partners SBIC, LLC, its general partner

By: 
Name: William G. Harlan, Jr.
Title: Principal

Address:

Prism Mezzanine Fund SBIC, L.P.
444 North Michigan Avenue
Suite 1910
Chicago, IL 60611
William Harlan
Phone: 312-464-7912
Facsimile: 312-464-7915

with a copy to:

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, IL 60661-3693
Attn: Michael A. Jacobson
Facsimile: 312-902-1061

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

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EXHIBIT C

Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Description</u>	<u>Application Number</u>	<u>Filing Date / Status</u>
Farren International LLC	Farren International Total Logistics Solutions	The mark consists of a black globe tilted on an axis, having lines of latitude and longitude in light gray, further having raised land masses in yellow, and further having a raised light gray arrow having nonhomogeneous width depicted around the globe with pointers at each end wherein the phrase "FARREN INTERNATIONAL" in black is depicted on the westward arrow and the phrase "TOTAL LOGISTICS SOLUTIONS" in black is depicted on the eastward arrow.	USPTO Registration No. 4760848	Registration Date: 6/23/2015