

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394590

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BirdDog Logistics, LLC	FORMERLY CHTL Logistics, LLC	08/04/2016	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Babson Capital Finance LLC, as Administrative Agent		
<b>Street Address:</b>	30 S. Wacker Drive		
<b>Internal Address:</b>	Suite 3920		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86212585	CHTL LOGISTICS	
<b>Serial Number:</b>	87087476	BIRDDOG	
<b>Serial Number:</b>	87087475		
<b>Serial Number:</b>	87087479	BIRDDOG LEADER OF THE PACK	
<b>Serial Number:</b>	86951843	BIRDDOG LOGISTICS	
<b>Serial Number:</b>	87087471	LEADER OF THE PACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<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>			
<b>Phone:</b>	(312) 558-6352		
<b>Email:</b>	mfoy@winston.com		
<b>Correspondent Name:</b>	Michelle Foy, Winston & Strawn LLP		
<b>Address Line 1:</b>	35 West Wacker Drive		
<b>Address Line 2:</b>	Suite 4200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-9703		
<b>NAME OF SUBMITTER:</b>	Michelle Foy		
<b>SIGNATURE:</b>	/Michelle Foy/		

CH \$165.00 86212585

<b>DATE SIGNED:</b>	08/10/2016
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**Total Attachments: 5**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 4th day of August, 2016, by BirdDog Logistics, LLC (f/k/a CHTL Logistics, LLC), a North Carolina limited liability company ("Grantor"), in favor of BABSON CAPITAL FINANCE LLC, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of September 30, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 30, 2014 by and among, by joinder or otherwise, Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

WHEREAS, pursuant to the Collateral Agreement, Grantor, under its former legal name "CHTL Logistics, LLC", entered into that certain Trademark Security Agreement dated as of September 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time up to but not including the date hereof, the "Original Trademark Security Agreement"); and

WHEREAS, pursuant to the Collateral Agreement the Grantor is required to execute and deliver this Agreement, which amends and restates the Original Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the

following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement is made under and governed by the internal laws of the State of New York without regard to conflicts of law principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

4. Amendment and Restatement. This Agreement amends and restates the Original Trademark Security Agreement in its entirety effective as of the date hereof. Nothing herein shall be construed as having the effect of terminating or releasing the liens and security interests granted pursuant to the Original Trademark Security Agreement. Instead, it is the express intention of Grantor to reaffirm such grants as valid and enforceable security interests and liens which originally attached to the Trademark Collateral pursuant to the Original Trademark Security Agreement and are continuing in favor of the Administrative Agent under this Agreement. Neither the execution and delivery of this Agreement nor any of the terms hereof shall be deemed to adversely affect any of the liens and security interests in favor of the Administrative Agent for the benefit of the Lenders under the Original Trademark Security Agreement, as amended and restated hereby

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


BIRDDOG LOGISTICS, LLC

By: [Signature]  
Its: Chief Financial Officer

*Signature Page to Trademark Security Agreement -- BirdDog Logistics, LLC*

Agreed and Accepted  
As of the Date First Written Above

**BABSON CAPITAL FINANCE LLC, as  
Administrative Agent**

By: 



Its: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Registration Number
CHTL LOGISTICS	86/212,585

TRADEMARK APPLICATIONS

Trademark	Application Number
BIRDDOG	87/087,476
BIRDDOG (BW Dog Design) & Design 	87/087,475
BIRDDOG LEADER OF THE PACK & Design 	87/087,479
BIRDDOG LOGISTICS	86/951,843
LEADER OF THE PACK	87/087,471