

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399300

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Daseke, Inc.		09/14/2016	Corporation: DELAWARE
Smokey Point Distributing, Inc.		09/14/2016	Corporation: WASHINGTON
E.W. Wylie Corporation		09/14/2016	Corporation: NORTH DAKOTA
J. Grady Randolph, Inc.		09/14/2016	Corporation: SOUTH CAROLINA
Central Oregon Truck Company, Inc.		09/14/2016	Corporation: OREGON
Boyd Bros. Transportation Inc.		09/14/2016	Corporation: DELAWARE
Mid Seven Transportation Company		09/14/2016	Corporation: IOWA
WTI Transport, Inc.		09/14/2016	Corporation: ALABAMA
Hornady Transportation, L.L.C.		09/14/2016	Limited Liability Company: ALABAMA
Bulldog Hiway Express		09/14/2016	Corporation: SOUTH CAROLINA
Lone Star Transportation, LLC		09/14/2016	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	2100 Ross Avenue, Suite 1850
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: TEXAS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4770736	A DASEKE COMPANY
Registration Number:	4817585	B BOYD BROS. TRANSPORTATION INC.
Registration Number:	4817173	CENTRAL OREGON TRUCK COMPANY
Registration Number:	4766221	DASEKE
Registration Number:	4821529	E.W. WYLIE CORPORATION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5002266	HORNADY H TRANSPORTATION, LLC
Registration Number:	4849654	J. GRADY RANDOLPH, INC. HAULING SPECIALI
Registration Number:	4807766	JGR
Registration Number:	4822058	SPD SMOKEY POINT DIST. TRANSPORTING YOUR
Registration Number:	4817584	THE BOYD COMPANIES
Registration Number:	4826353	WTI TRANSPORT OUR COMMITMENT: YOUR SUCCE
Serial Number:	86816434	BULLDOG HIWAY EXPRESS
Registration Number:	4826354	MID SEVEN TRANSPORTATION
Registration Number:	4817586	BL BOYD LOGISTICS, LLC

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hkllaw.com

Correspondent Name: HOLLAND & KNIGHT LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 09/21/2016

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of September 14, 2016, is made by the Persons listed on the signature page hereof (individually, each a “Grantor” and collectively, jointly and severally, the “Grantors”) in favor of PNC BANK, NATIONAL ASSOCIATION, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, DASEKE, INC., a Delaware corporation and certain of its Subsidiaries party thereto (individually, each a “Borrower” and collectively, jointly and severally, the “Borrowers”), have entered into the Fourth Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of August 9, 2016, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor not constituting Excluded Property, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Bodies, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by any Grantor: all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule C attached hereto whether or not any of Grantor’s Copyrights or Copyright registrations are not assignable.

(c) “Patents” shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country and (ii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor’s Patents or Patent registrations are not assignable.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and other General Intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof and (ii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor’s Trademarks or Trademark registrations are not assignable.

SECTION 2. Grant of Security. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

It is acknowledged and agreed that Excluded Property shall not constitute Collateral hereunder until such time as such property no longer constitutes Excluded Property.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security 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 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles (other than section 5-1401 and 5-1402 of the New York general obligations law).

SECTION 8. Continuing Interest. E. W. Wylie Corporation hereby (i) confirms and acknowledges its prior grant to the Agent, for the benefit of itself and Lenders, of a continuing

security interest in and Lien upon all of such Grantor's right, title and interest in and to its respective IP Collateral, as set forth in that certain Notice of Grant of Security Interest in Copyrights, recorded with the United States Copyright Office on January 11, 2012 as document number V3610 D890, (ii) and agrees that this IP Security Agreement clarifies the rights granted pursuant to such recorded document numbered V3610 D890 but does not constitute an extinguishment or novation of those rights.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS

DASEKE, INC.

By: 

Name: R. Scott Wheeler

Title: Executive Vice President and Corporate
Chief Financial Officer

SMOKEY POINT DISTRIBUTING, INC.
E. W. WYLIE CORPORATION
J. GRADY RANDOLPH, INC.
CENTRAL OREGON TRUCK COMPANY, INC.
BOYD BROS. TRANSPORTATION INC.
MID SEVEN TRANSPORTATION COMPANY
WTI TRANSPORT, INC.
HORNADY TRANSPORTATION, L. L. C.
BULLDOG HIWAY EXPRESS
LONE STAR TRANSPORTATION, LLC

By: 

Name: R. Scott Wheeler

Title: Vice President

SCHEDULE A

PATENTS AND PATENT LICENSES

None.

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

TRADEMARK	NUMBER	DATE	JURISDICTION OF REGISTRATION	OWNER
 A DASEKE COMPANY & DESIGN	4,770,736	July 7, 2015	US	Daseke, Inc.
 B BOYD BROS. TRANSPORTATION INC. & DESIGN	4,817,585	September 22, 2015	US	Boyd Bros. Transportation, Inc.
 BL BOYD LOGISTICS, LLC & DESIGN	4,817,586	September 22, 2015	US	Boyd Bros. Transportation, Inc.
 Central Oregon Truck Company (Stylized)	4,817,173	September 22, 2015	US	Central Oregon Truck Co.
 DASEKE & DESIGN	4,766,221	June 30, 2015	US	Daseke, Inc.
 E.W. WYLIE CORPORATION & DESIGN	4,821,529	September 29, 2015	US	E.W. Wylie Corporation
 HORNADY TRANSPORTATION & DESIGN	5,002,266	July 19, 2016	US	Hornady Transportation LLC
J. Grady Randolph, Inc. Hauling Specialists J. Grady Randolph, Inc. Hauling Specialists (Stylized)	4,849,654	November 10, 2015	US	J. Grady Randolph Inc.

 JGR & DESIGN	4,807,766	September 8, 2015	US	J. Grady Randolph Inc.
 MID SEVEN TRANSPORTATION (Stylized)	4,826,354	October 6, 2015	US	Mid Seven Transportation Company
 <i>Transporting your precious cargo.</i> SPD SMOKEY POINT DIST. Transporting your precious cargo & DESIGN	4,822,058	September 29, 2015	US	Smokey Point Distributing, Inc.
 THE BOYD COMPANIES & DESIGN	4,817,584	September 22, 2015	US	Boyd Bros. Transportation Inc.
 WTI TRANSPORT OUR COMMITMENT; YOUR SUCCESS (Stylized)	4,826,353	October 6, 2015	US	WTI Transport, Inc.
Bulldog Hiway Express	86/816,434	November 11, 2015	US	Bulldog Hiway Express

SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

COPYRIGHT	NUMBER	PUBLICATION YEAR	JURISDICTION OF REGISTRATION	OWNER
E. W. Wylie Corporation Wind Division (manual)	TXu 1-673-020	September 16, 2009	US	E. W. Wylie Corporation
Load Securement (manual)	TX 6-564-518	July 10, 2006	US	E.W. Wylie Corporation
Heavy Haul (manual)	TXu 1-673-017	September 16, 2009	US	E.W. Wylie Corporation
Lone Star Transportation, LLC Visual Material Wind Blade Transport Support Root Frame Support/Drop Leg Support Etail Parts	VAuOO1112567	May 2, 2012	US	Lone Star Transportation, LLC