

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Fifth Amended and Restated Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flexi-Van Leasing, Inc.		09/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	One Bryant Park, 32nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4690518	FLEXI-VAN	
Registration Number:	4683343	FLEXI-VAN LEASING	
Registration Number:	3947884	FLEXIDAY	
Registration Number:	3954186	FLEXIDAY.COM	
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:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	09/30/2016		
Total Attachments: 6			
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EXECUTION VERSION

FIFTH AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 30, 2016, by Flexi-Van Leasing, Inc. (the "Grantor"), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Fifth Amended and Restated Pledge and Security Agreement, dated as of September 30, 2016, made by Flexi-Van Leasing, Inc. and the other Grantors party thereto, to Bank of America, N.A., as the Collateral Agent for the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Grantor (the "Trademark Collateral"):

- (a) Trademarks of such Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party here-
to may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transac-
tions contemplated hereby, and all disputes between the parties under or relating to this Trademark Secu-
rity Agreement or the facts or circumstances leading to its execution, whether in contract, tort or other-
wise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of
the State of New York, without regard to conflicts of law principles that would require the application of
the laws of another jurisdiction.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FLEXI-VAN LEASING, INC.

By: 

Name: Jerome D. Kern

Title: Chief Financial Officer

[Flexi-Van Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005888 FRAME: 0171

ACCEPTED:

BANK OF AMERICA, N.A., as Collateral Agent

By: *Danji Kohan*
Name: *Danji Kohan*
Title: *Credit Officer*

[Flexi-Van Signature Page to Trademark Security Agreement]

SCHEDULE I

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Flexi-Van Leasing, Inc.	4690518	Flexi-Van
Flexi-Van Leasing, Inc.	4683343	Flexi-Van Leasing
Flexi-Van Leasing, Inc.	3947884	FlexiDay
Flexi-Van Leasing, Inc.	3954186	FlexiDay.com logo