

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406544

| | | | |
|---|---|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement - First Lien | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| REZ 1 IAS Holdings, Inc. | | 11/23/2016 | Corporation: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | Goldman Sachs Bank USA, as Agent | | |
| Street Address: | 200 West Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10282 | | |
| Entity Type: | Bank: NEW YORK | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4338417 | CHASSISMANAGER | |
| Registration Number: | 3668285 | DISPATCHMANAGER DRAY | |
| Registration Number: | 3668284 | DISPATCHMANAGER ENVOY | |
| Registration Number: | 2577932 | IAS | |
| Registration Number: | 2491165 | INTERBOX | |
| Registration Number: | 2530986 | SLOTXCHANGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <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: | 212-906-1216 | | |
| Email: | angela.amaru@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP c/o Angela M. Amaru | | |
| Address Line 1: | 885 Third Avenue | | |
| Address Line 2: | Suite 1000 | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 049646-0335 | | |
| NAME OF SUBMITTER: | Angela M. Amaru | | |
| SIGNATURE: | /S/ Angela M. Amaru | | |

CH \$165.00 4338417

| | |
|---------------------|------------|
| DATE SIGNED: | 11/23/2016 |
|---------------------|------------|

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 23, 2016, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Goldman Sachs Bank USA ("Goldman Sachs"), as Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain ABL Credit Agreement, dated as of June 16, 2016 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Deck Chassis Acquisition Inc., a Delaware corporation (which was merged with and into LJ Chassis Holdings, Inc., with LJ Chassis Holdings, Inc., surviving, upon consummation of the Target Merger (as defined therein), the "Initial Borrower"), LJ Chassis Holdings, Inc., a Delaware corporation (which, upon consummation of the Target Merger, was renamed Deck Chassis Acquisition Inc., the "Borrower Representative"), Direct ChassisLink, Inc., a Delaware corporation (the "DC Borrower" and, together with the Initial Borrower and the Borrower Representative, each, a "Borrower" and collectively, the "Borrowers"), Deck Chassis Parent Inc., a Delaware corporation ("Holdings"), the other Loan Parties (as defined therein) from time to time party thereto, the Lenders and the Issuing Banks (each as defined therein) from time to time party thereto, Goldman Sachs, as administrative agent (the "Agent") and Goldman Sachs and Bank of America, N.A., as co-collateral agents, the Lenders and the Issuing Banks have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain First Lien Guaranty and Security Agreement, dated as of June 16, 2016 (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), by and among Holdings, the Borrowers and the other grantors from time to time party thereto in favor of the Agent, to guarantee the Secured Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement 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 Lenders, the Issuing Banks and the Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Banks to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, except for Excluded Property, including, without limitation, those referred to on Schedule 1 hereto;

- foregoing;
- (b) all goodwill of the business connected with the use of or symbolized by the foregoing;
 - (c) all renewals of the foregoing;
 - (d) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof;
 - (e) all rights to sue for past, present, and future infringements and dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
 - (f) all rights corresponding to any of the foregoing.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder, in each case, to the extent required under the Guaranty and Security Agreement.

Section 5. Release of Security Interest. Upon the occurrence of the Termination Date, the Trademark Collateral shall be released from the Lien created hereby and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantor. If the Agent shall be authorized or instructed by the Secured Parties pursuant to Article 8 of the Credit Agreement to release any Lien on the Trademark Collateral, such Collateral shall be released from the Lien created hereby to the extent provided under, and subject to the terms and conditions set forth in, Article 8 of the Credit Agreement. In connection therewith, the Agent, at the request and sole expense of the Grantor, shall execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such release.


Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[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.

REZ 1 IAS HOLDINGS, INC.

By: 
Name: Marje Colbert
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005928 FRAME: 0005

ACKNOWLEDGED AND AGREED
as of the date first above written:

GOLDMAN SACHS BANK USA,
as Agent

By: 

Name:
Title:

Douglas Tansey
Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

| | Trademark | Serial Number / Filing Date | Registration Number / Registration Date |
|----|-----------------------|--------------------------------|--|
| 1. | CHASSISMANAGER | 85736690 09/24/2012 | 4338417 05/21/2013 |
| 2. | DISPATCHMANAGER DRAY | 77442052 04/07/2008 | 3668285 08/18/2009 |
| 3. | DISPATCHMANAGER ENVOY | 77442037 04/07/2008 | 3668284 08/18/2009 |
| 4. | IAS | 76194658 01/16/2001 | 2577932 06/11/2002 |
| 5. | INTERBOX | 75622518 01/19/1999 | 2491165 09/18/2001 |
| 6. | SLOTXCHANGE | 76112903 08/21/2000 | 2530986 01/15/2002 |