

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408964

| | | | |
|---|-------------------------------------|--|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AmeriFleet Transportation, Inc. | | 12/13/2016 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Twin Brook Capital Partners, LLC | | |
| Street Address: | 300 South Wacker Drive | | |
| Internal Address: | Suite 3500 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4919527 | | |
| Registration Number: | 3905467 | AMERIFLEET IN MOTION | |
| Registration Number: | 3065954 | AMERIFLEET | |
| Registration Number: | 3994829 | WORKTRUCK TRANSPORT AN AMERIFLEET COMPAN | |
| Registration Number: | 2277532 | AMERIFLEET TRANSPORTATION | |
| Registration Number: | 3784444 | AMERIVISION | |
| Registration Number: | 4018790 | RELO MY AUTO | |
| Registration Number: | 3202601 | AMERITAG | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2149695100 | | |
| <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: | 2149694804 | | |
| Email: | aaugustine@jonesday.com | | |
| Correspondent Name: | Jones Day | | |
| Address Line 1: | 2727 North Harwood Street | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 576818-620017 | | |

CH \$215.00 4919527

| | |
|---|------------------|
| NAME OF SUBMITTER: | Monica Homrich |
| SIGNATURE: | /Monica Homrich/ |
| DATE SIGNED: | 12/14/2016 |
| Total Attachments: 5 source=IP Security Agrrement#page1.tif source=IP Security Agrrement#page2.tif source=IP Security Agrrement#page3.tif source=IP Security Agrrement#page4.tif source=IP Security Agrrement#page5.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 13, 2016 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **TWIN BROOK CAPITAL PARTNERS, LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Amended and Restated Pledge and Security Agreement, dated as of December 13, 2016 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the United States Copyright Office, United States Patent and Trademark Office, and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a

signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

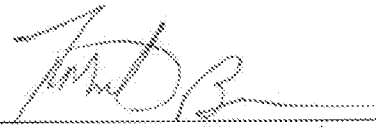
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

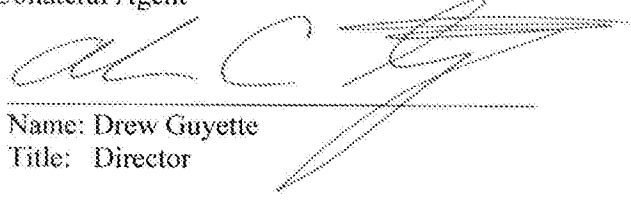
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

AMERIFLEET TRANSPORTATION, INC.
as a Grantor

By: 
Name: ROBERT BENSON
Title: Secretary of the Board

TWIN BROOK CAPITAL PARTNERS, LLC
as Collateral Agent

By: 
Name: Drew Guyette
Title: Director

By: _____
Name:
Title:

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations and Applications

| <u>Jurisdiction</u> | <u>Owner</u> | <u>Title</u> | <u>Status</u> | <u>Registration / Application No.</u> | <u>Registration / Application Date</u> |
|---------------------|---------------------------------------|--|---------------|---|--|
| USA | Amerifleet Transportation, Inc. | Amerifleet logo | ALIVE | 4919527 | 3/15/16 |
| USA | Amerifleet Transportation, Inc. | AMERIFLEET IN MOTION | ALIVE | 3905467 | 1/11/11 |
| USA | Amerifleet Transportation, Inc. | AMERIFLEET | ALIVE | 3065954 | 3/7/06 |
| USA | Amerifleet Transportation, Inc. | WORKTRUCK TRANSPORT AN AMERIFLEET COMPANY | ALIVE | 3994829 | 7/12/11 |
| USA | Amerifleet Transportation, Inc. | AMERIFLEET TRANSPORTATION | ALIVE | 2277532 | 9/14/99 |
| USA | Amerifleet Transportation, Inc. | AMERIVISION | ALIVE | 3784444 | 5/4/10 |
| USA | Amerifleet Transportation, Inc. | RELO MY AUTO | ALIVE | 4018790 | 8/30/11 |
| USA | Amerifleet Transportation, Inc. | AMERITAG | ALIVE | 3202601 | 1/23/07 |