

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Graebel Vanlines Holdings, LLC		01/20/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Funding X Trust		
Street Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
Internal Address:	7255 WOODMONT AVENUE, SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5042325	G	
Registration Number:	5083313	OPTIM WORKSPACE	
Serial Number:	86958402	G	
Serial Number:	86662557	GREAT MOVE	
Serial Number:	86962961	GREAT MOVE	
Serial Number:	87054005	MOVEMENTUM	
Serial Number:	87037981	PROCISION	
Serial Number:	87192916	GO WITH CONFIDENCE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kansley@stradley.com		
Correspondent Name:	Kareem Ansley		
Address Line 1:	Stradley Ronon		
Address Line 2:	100 Park Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	186687-0022		

CH \$215.00 5042325

NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	01/24/2017
Total Attachments: 7 source=Reaffirmation and Amendment No. 1 to Intellectual Property Security Agreement#page1.tif source=Reaffirmation and Amendment No. 1 to Intellectual Property Security Agreement#page2.tif source=Reaffirmation and Amendment No. 1 to Intellectual Property Security Agreement#page3.tif source=Reaffirmation and Amendment No. 1 to Intellectual Property Security Agreement#page4.tif source=Reaffirmation and Amendment No. 1 to Intellectual Property Security Agreement#page5.tif source=Reaffirmation and Amendment No. 1 to Intellectual Property Security Agreement#page6.tif source=Reaffirmation and Amendment No. 1 to Intellectual Property Security Agreement#page7.tif	

**REAFFIRMATION AND AMENDMENT NO. 1
OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS REAFFIRMATION AND AMENDMENT NO. 1 OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Amendment**”) is made this 20th day of January, 2017, by and among MIDCAP FUNDING X TRUST, a Delaware statutory trust, as successor-by-assignment to MidCap Financial, LLC (together with its successors and/or assigns, “**Agent**”) for the benefit of the Lenders (as defined in the Credit Agreement referred to below) and each Person listed on the signature pages hereto as a “Grantor” (individually, a “**Grantor**” and collectively, “**Grantors**”).

RECITALS

A. Agent, the Lenders and Grantors have entered into a Credit and Security Agreement, dated as of December 31, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Agent agreed to make certain Loans (as defined therein) and other extensions of credit to Grantors from time to time pursuant to the terms and conditions thereof.

B. Pursuant to the terms of the Credit Agreement, Grantors executed and delivered to the Agent that certain Intellectual Property Security Agreement dated as of December 31, 2014 (as amended hereby, and as may be amended, restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), pursuant to which, and to secure each Grantor’s obligations under the Credit Agreement, Grantors granted to Agent a lien and continuing security interest in all of each Grantor’s right, title, and interest in, to, and under, among other things, the Intellectual Property Collateral, including, without limitation, the Trademarks, Patents, Copyrights and Mask Works (as defined therein)

C. Grantors have identified Intellectual Property Collateral of certain Grantors acquired, arising and filed after December 31, 2014 (collectively, the “**Additional Intellectual Property Collateral**”) and Grantors desire to reaffirm, supplement and amend the IP Security Agreement to reflect and include the Additional Intellectual Property Collateral as Intellectual Property Collateral, in accordance with the terms and conditions contained herein, in the IP Security Agreement and in the Credit Agreement

D. All capitalized terms that appear herein without definition shall have the meanings ascribed to them in the IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties, hereby agree as follows:

1. Supplements to Trademark Exhibit; Grant of Security Interest. **Exhibit C** to the IP Security Agreement is hereby amended to include the Trademarks listed on **Supplemental Exhibit C** attached hereto (the “**Additional Trademarks**”) and all references in the IP Security Agreement to the “Trademarks” shall be deemed to include, without limitation, the Additional Trademarks. Each Grantor hereby ratifies and confirms its prior grant of security interest in the Intellectual Property Collateral and, in furtherance (and not in limitation) thereof, each Grantor that owns the Additional Trademarks hereby ratifies, confirms and supplements its grant and pledge to Agent, and hereby

grants and pledges to Agent, for the ratable benefit of Lenders, a security interest in, to and under the Additional Trademarks, pursuant to and subject to the terms of the IP Security Agreement.

2. Definitions/References. Any references in the IP Security Agreement to the “Intellectual Property Security Agreement” shall be deemed to be references to the IP Security Agreement, as amended and supplemented hereby.

3. Amendment/Ratification. This Amendment shall be deemed an amendment of the IP Security Agreement and no other changes or modifications in or to the IP Security Agreement, except as specifically set forth herein, are intended or implied, and in all other respects, the IP Security Agreement is hereby specifically ratified, reaffirmed and confirmed by the parties hereto. Nothing in this Amendment is intended or shall be construed to affect or impair the lien priority of the IP Security Agreement. Subject to the foregoing, all of the terms, conditions, covenants and provisions of the IP Security Agreement are ratified and confirmed and shall remain in full force and effect.


4. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto 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. Delivery of a counterpart hereof via facsimile transmission or other electronic method of transmission shall be effective as delivery of a manually executed counterpart hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment the day and year first above written.

GRANTORS:

GRAEBEL VANLINES HOLDINGS, LLC
GRAEBEL/ATLANTA MOVERS, LLC
GRAEBEL/AUSTIN MOVERS, LLC
GRAEBEL/CINCINNATI MOVERS, LLC
GRAEBEL/COLORADO SPRINGS MOVERS,
LLC
GRAEBEL/CONNECTICUT MOVERS, LLC
GRAEBEL/DALLAS MOVERS, LLC
GRAEBEL/DENVER MOVERS, LLC
GRAEBEL/EASTERN ACQUISITION
MOVERS, LLC
GRAEBEL/ERICKSON MOVERS, LLC
GRAEBEL FORWARDERS, LLC
GRAEBEL/HOUSTON MOVERS, LLC
GRAEBEL/ILLINOIS MOVERS, LLC
GRAEBEL/KANSAS CITY MOVERS, LLC
GRAEBEL/LIGHTNING MOVERS, LLC

By:  (SEAL)
Name: Gray F. Catip
Title: CEO

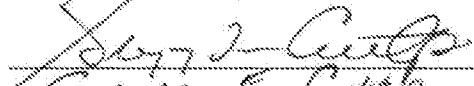
[Signatures Continued on Following Page]

[Signature Page to Reaffirmation and Amendment No. 1 of Intellectual Property Security Agreement]

[Signatures Continued from Previous Page]

GRANTORS:

- GRAEBEL/LOS ANGELES MOVERS, LLC
- GRAEBEL/MID-ATLANTIC MOVERS, LLC
- GRAEBEL/MINNESOTA MOVERS, LLC
- GRAEBEL MOVING & WAREHOUSE, LLC
- GRAEBEL MOVING AND STORAGE, LLC
- GRAEBEL/NEVADA MOVERS, LLC
- GRAEBEL/NEW ENGLAND MOVERS, LLC
- GRAEBEL/NEW ORLEANS MOVERS, LLC
- GRAEBEL/NORTH CAROLINA MOVERS, LLC
- GRAEBEL/NORTHEASTERN ACQUISITION MOVERS, LLC
- GRAEBEL OF TEXAS, LLC
- GRAEBEL/OKLAHOMA MOVERS, LLC
- GMS OPERATING, LLC
- GRAEBEL/OREGON MOVERS, LLC
- GRAEBEL/ORLANDO MOVERS, LLC
- GMS PAYROLL, LLC
- GRAEBEL/QUALITY MOVERS, LLC
- GRAEBEL/SAN ANTONIO MOVERS, LLC
- GRAEBEL/SOUTH CAROLINA MOVERS, LLC
- GRAEBEL/SOUTH FLORIDA MOVERS, LLC
- GRAEBEL/ST. LOUIS MOVERS, LLC
- GRAEBEL/TAMPA BAY MOVERS, LLC
- GRAEBEL/TENNESSEE MOVERS, LLC
- GRAEBEL VAN LINES, LLC
- GVL FLEET SOLUTIONS, LLC

By:  (SEAL)
 Name: Gregory P. Culp
 Title: CEO

[Signatures Continued on Following Page]

[Signatures Continued from Previous Page]

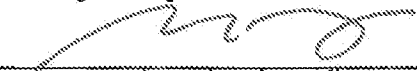
[Signature Page to Reaffirmation and Amendment No. 1 of Intellectual Property Security Agreement]

AGENT:

MIDCAP FUNDING X TRUST
as Agent

By: Apollo Capital Management, L.P.,
its investment manager

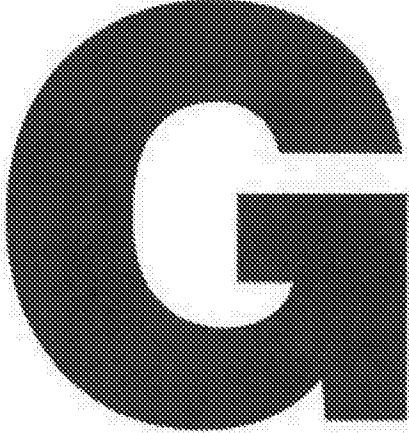

By: Apollo Capital Management GP, LLC,
its general partner

By:  (SEAL)
Name: Maurice Amsellem
Title: Authorized Signatory

[Signature Page to Reaffirmation and Amendment No. 1 of Intellectual Property Security Agreement]

SUPPLEMENTAL EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
 United States	Registration No. 5042325	Registered Sep 13, 2016
 United States	Serial No. 86958402	Application filed March 30, 2016
GREAT MOVE United States	Serial No. 86662557	Application filed June 15, 2015

Description	Registration/ Application Number	Registration/ Application Date
GREAT MOVE United States	Serial No. 86962961	Application filed April 4, 2016
MOVEMENTUM	Serial No. 87054005	Application filed May 30, 2016
OPTIM WORKSPACE United States	Registration No. 5083313	Registered November 15, 2016
PRECISION United States	Serial No. 87037981	Application filed May 16, 2016
GO WITH CONFIDENCE United States	Serial No. 87192916	Application filed October 4, 2016