

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM413679

| | | | |
|---|--|--------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| REINDEER LOGISTICS, LLC, F/K/A AMD LOGISTICS, LLC | | 01/13/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PLEXUS FUND III, L.P., AS ADMINISTRATIVE AGENT | | |
| Street Address: | 4601 SIX FORKS RD | | |
| Internal Address: | SUITE 528 | | |
| City: | RALEIGH | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27609 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3973249 | R | |
| Registration Number: | 4064200 | REINDEER REAL.PERSONAL.SERVICE | |
| Registration Number: | 3542813 | REINDEER AUTO RELOCATION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9192868199 | | |
| <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: | 919 286-8000 | | |
| Email: | PTO_TMconfirmation@mvalaw.com | | |
| Correspondent Name: | MOORE & VAN ALLEN PLLC | | |
| Address Line 1: | 3015 CARRINGTON MILL BOULEVARD | | |
| Address Line 2: | SUITE 400 | | |
| Address Line 4: | MORRISVILLE, NORTH CAROLINA 27560 | | |
| ATTORNEY DOCKET NUMBER: | 038534.012 | | |
| NAME OF SUBMITTER: | JOHN E. SLAUGHTER, III | | |
| SIGNATURE: | /JOHN E. SLAUGHTER, III/ | | |
| DATE SIGNED: | 01/26/2017 | | |
| Total Attachments: 12 | | | |

OP \$90.00 3973249

source=2017 IP Security Agreement - Reindeer Logistics, LLC to Plexus Fund III, L.P#page1.tif
source=2017 IP Security Agreement - Reindeer Logistics, LLC to Plexus Fund III, L.P#page2.tif
source=2017 IP Security Agreement - Reindeer Logistics, LLC to Plexus Fund III, L.P#page3.tif
source=2017 IP Security Agreement - Reindeer Logistics, LLC to Plexus Fund III, L.P#page4.tif
source=2017 IP Security Agreement - Reindeer Logistics, LLC to Plexus Fund III, L.P#page5.tif
source=2017 IP Security Agreement - Reindeer Logistics, LLC to Plexus Fund III, L.P#page6.tif
source=2017 IP Security Agreement - Reindeer Logistics, LLC to Plexus Fund III, L.P#page7.tif
source=2017 IP Security Agreement - Reindeer Logistics, LLC to Plexus Fund III, L.P#page8.tif
source=2017 IP Security Agreement - Reindeer Logistics, LLC to Plexus Fund III, L.P#page9.tif
source=2017 IP Security Agreement - Reindeer Logistics, LLC to Plexus Fund III, L.P#page10.tif
source=2017 IP Security Agreement - Reindeer Logistics, LLC to Plexus Fund III, L.P#page11.tif
source=2017 IP Security Agreement - Reindeer Logistics, LLC to Plexus Fund III, L.P#page12.tif

THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF THE DATE HEREOF IN FAVOR OF THE HUNTINGTON NATIONAL BANK, WHICH SUBORDINATION AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) dated as of January 13, 2017 (the “**Effective Date**”), is executed by Reindeer Logistics, LLC a Delaware limited liability company f/k/a AMD Logistics, LLC whose chief executive office is 5100 Charles Court, Zionsville, IN 46077 (the “**Borrower**”), in favor of Plexus Fund III, L.P., as administrative agent for itself and the Lenders (as defined below) (the “**Administrative Agent**”).

RECITALS

A. The Borrower, Administrative Agent and lenders from time to time party thereto (the “**Lenders**”) have entered into that certain Second Lien Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Loan Agreement, the applicable provisions of which are incorporated herein by this reference.

B. The Borrower has determined that it is in its best interests to enter into the Loan Agreement. The Administrative Agent and Lenders, however, will not enter into the Loan Agreement unless the Borrower executes and delivers this Agreement and pledges to the Administrative Agent for the ratable benefit of the Lenders, a security interest in the Pledged Collateral (as defined herein) in order to secure the payment and performance by the Borrower of the Secured Liabilities (as defined below).

CLAUSES

To induce the Administrative Agent and Lenders enter into the Loan Agreement, the Borrower hereby agrees as follows:

1. **Grant of Security Interests.** To secure the complete and timely payment and satisfaction of the Obligations, and any other indebtedness, obligations and liabilities of whatsoever kind and nature of the Borrower (whether arising before or after the filing of a petition in bankruptcy), whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and howsoever held, evidenced or acquired, and whether several, joint or joint and several, and any and all expenses and charges, legal or otherwise, suffered or incurred by the Administrative Agent in collecting or enforcing any of such indebtedness, obligations or liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby (collectively, the “**Secured Liabilities**”), the Borrower hereby grants to the Administrative Agent for the ratable benefit of the Lenders, a continuing priority and perfected security interest in all of the following property of Borrower (collectively, the “**Pledged Collateral**”), whether now owned or existing or hereafter acquired:

(a) Trademarks, service marks, assumed or fictitious trade names, trade dress, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, those listed on **Exhibit A** attached hereto, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, (iii) the right to sue for past, present and future infringements of any of the foregoing and (iv) the goodwill of Borrower’s business symbolized by the foregoing and connected therewith (all of the foregoing in this subsection (a) are collectively referred to as the “**Trademarks**”);

(b) Copyrights, including, without limitation, those listed on **Exhibit B** attached hereto, whether or not the underlying works of authorship have been published, all registrations and recordings thereof and all applications in connection therewith, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and (iii) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing in this subsection (b) are collectively referred to as the “**Copyrights**”);

(c) Patents and patent applications, including, without limitation, the patents listed on **Exhibit C** attached hereto; and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and (iii) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing in this subsection (c) are collectively referred to as the “**Patents**”); and

(d) Rights under and interests in all trademark license agreements, service mark license agreements (together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements), copyright license agreements and patent license agreements with any other party, including, without limitation, those listed on **Exhibit D** attached hereto, whether Borrower is a licensee or licensor under any such license agreement, but excluding any license agreement if (and solely to the extent and for so long as) such license agreement expressly prohibits the Borrower from granting any Lien thereon (all of the foregoing in this subsection (d) are collectively referred to as the “**Licenses**”).

2. Warranties and Representations. Borrower represents and warrants to the Administrative Agent and Lenders that:

(a) None of the Pledged Collateral has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Pledged Collateral been cancelled in whole or in part and each such Trademark, Copyright, Patent and License is presently subsisting;

(b) The Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Pledged Collateral that is owned by the Borrower, free and clear of any Liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(c) The Borrower has no notice of any suits or actions commenced or, to the Borrower’s knowledge, threatened with reference to the Pledged Collateral; and

(d) The Borrower has the unqualified right to execute and deliver this Agreement and perform in accordance with its terms.

3. Restrictions on Future Agreements. Until the Secured Liabilities are paid in full and the Loan Documents have been terminated, the Borrower will not, without the prior written consent of the Administrative Agent and Lenders, sell, assign or license its interest in the Pledged Collateral or enter into any other agreement with respect to the Pledged Collateral which would affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement.

4. New Trademarks, Copyrights, Patents and Licenses. Borrower represents and warrants to the Administrative Agent and Lenders that the Trademarks listed on **Exhibit A**, the

Copyrights listed on **Exhibit B**, the Patents listed on **Exhibit C** constitute all of the registered Trademarks and applications thereof, registered Copyrights and applications thereof and Patents now owned by the Borrower. If, before the Secured Liabilities are paid in full or before the Loan Documents have been terminated, Borrower (a) becomes aware of any existing registered Trademarks or applications thereof, registered Copyrights or applications thereof, Patents or Licenses of which the Borrower has not previously informed the Administrative Agent and Lenders or (b) becomes entitled to the benefit of any Trademarks, Copyrights, Patents or Licenses which benefit is not in existence on the date hereof, then the provisions of this Agreement will automatically apply thereto and the Borrower will give to the Administrative Agent and Lenders prompt written notice thereof. The Borrower hereby authorizes the Administrative Agent to modify this Agreement by amending the Exhibits hereto to include any such registered Trademarks or applications thereof, registered Copyrights or applications thereof, Patents or Licenses and to file a duplicate original of this Agreement containing the amended Exhibits in accordance with Section 12 hereof.

5. Term. The term of this Agreement will extend until the Secured Liabilities are paid in full and the Loan Documents have been terminated.

6. Release of Agreement. This Agreement is made for collateral purposes only. Upon payment in full of the Secured Liabilities and termination of the Loan Documents, the Administrative Agent shall promptly execute and deliver to Borrower, at Borrower's reasonable expense, all termination statements and other instruments as may be necessary or proper to terminate the Administrative Agent's security interests created hereby and pursuant to the Loan Documents.

7. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein will be borne by the Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Administrative Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees and expenses, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Pledged Collateral or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Collateral will be borne by and paid by the Borrower and until paid will constitute Secured Liabilities.

8. Duties of Borrower. The Borrower will (a) diligently file and prosecute all pending applications relating to the Pledged Collateral and (b) preserve and maintain all rights in the Pledged Collateral; provided, however, that the Borrower will not be required to preserve and maintain any Trademarks or Licenses that the Borrower no longer finds useful in the conduct of its business in its reasonable business judgment.

9. Administrative Agent's Right to Sue. After the occurrence of an Event of Default and the continuance thereof, the Administrative Agent will have the right, but will in no way be obligated, to bring suit in its own name on behalf of the Borrower to enforce the Pledged Collateral and, if the Administrative Agent commences any such suit, the Borrower will, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement and the Borrower will promptly, upon demand, reimburse and indemnify the Administrative Agent and Lenders for all documented costs and expenses incurred in the exercise of its rights under this Section 9, including, without limitation, reasonable attorney's fees and expenses.

10. Waivers. No course of dealing between the Borrower and the Administrative Agent or Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent,

any right, power or privilege hereunder or under the Loan Documents will operate as a waiver thereof; nor will any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Modification. No amendment, modification, termination, discharge or waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom, shall in any event be effective, except as specifically provided in Section 4 hereof, unless the same shall be in writing and signed by the Administrative Agent, and then such waiver or consent shall be effective only for the specific purpose for which given.

12. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of the Administrative Agent's rights and remedies with respect to the Pledged Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law will be cumulative and may be exercised singularly or concurrently. Borrower hereby irrevocably designates, constitutes and appoints the Administrative Agent (and authorizes the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select in its sole discretion) as the Administrative Agent's true and lawful attorney-in-fact with power, upon the occurrence and during the continuance of an Event of Default, and subject to any applicable limitations or restrictions on the Borrower's rights in the Pledged Collateral to: (a) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Pledged Collateral; (b) take any other actions with respect to the Pledged Collateral as the Administrative Agent deems to be in its best interests; (c) grant or issue any exclusive or non-exclusive license under the Pledged Collateral to anyone on commercially reasonable terms; or (d) assign, pledge, convey or otherwise transfer title in or dispose of any Pledged Collateral to anyone on commercially reasonable terms. The Administrative Agent hereby ratifies all that such attorney will lawfully do or cause to be done by virtue hereof. This power of attorney will be irrevocable until the Secured Liabilities have been paid in full and the Loan Documents have been terminated. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or Lenders under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. The Administrative Agent will have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York, from time to time. THE BORROWER HEREBY AUTHORIZES THE ADMINISTRATIVE AGENT TO FILE THIS AGREEMENT, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS HERETO OR AMENDED AND RESTATED VERSIONS HEREOF, WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE.

13. Binding Effect; Benefits. This Agreement will become effective upon execution by the Borrower and the Administrative Agent. If this Agreement is not dated or contains any blanks when executed by the Borrower, the Administrative Agent is hereby authorized, without notice to the Borrower, to date this Agreement as of the date when it was executed by the Borrower, and to complete any such blanks according to the terms upon which this Agreement is executed. This Agreement will be binding upon the Borrower and their respective successors and assigns, and will inure to the benefit of the Administrative Agent and Lenders and their respective successors, nominees and assigns.

14. Enforceability. Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision will as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity, without

invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

15. Survival. All covenants, agreements, representations and warranties made by the Borrower herein will, notwithstanding any investigation by the Administrative Agent and Lenders, be deemed material and relied upon by the Administrative Agent and Lenders and shall survive the making and execution of this Agreement and the Loan Documents and the issuance of the Term Loan Notes, and shall be deemed to be continuing representations and warranties until such time as the Borrower has fulfilled all of their Secured Liabilities to the Administrative Agent and Lenders, and the Administrative Agent and Lenders has been paid in full. The Lenders, in extending financial accommodations to the Borrower, is expressly acting and relying on the aforesaid representations and warranties.

16. Governing Law. This Agreement will be delivered and accepted in and will be deemed to be a contract made under and governed by the internal laws of the State of New York (but giving effect to federal laws applicable to national banks), and for all purposes will be construed in accordance with the laws of such State, without giving effect to the choice of law provisions of such State.

17. WAIVER OF JURY TRIAL. THE ADMINISTRATIVE AGENT AND THE BORROWER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE PLEDGED COLLATERAL, OR ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN CONJUNCTION WITH THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS IN WHICH THE ADMINISTRATIVE AGENT AND THE BORROWER ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE ADMINISTRATIVE AGENT AND LENDERS GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER.

18. LITIGATION. TO INDUCE THE ADMINISTRATIVE AGENT AND LENDERS TO MAKE THE LOANS, THE BORROWER IRREVOCABLY AGREES THAT ALL ACTIONS ARISING, DIRECTLY OR INDIRECTLY, AS A RESULT OR CONSEQUENCE OF THIS AGREEMENT, ANY OTHER AGREEMENT WITH THE ADMINISTRATIVE AGENT OR THE PLEDGED COLLATERAL, SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS IN THE STATE OF NORTH CAROLINA OR IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NORTH CAROLINA. BORROWER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF COURTS IN THE STATE OF NORTH CAROLINA OR IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NORTH CAROLINA, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS. BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO THE BORROWER TO THE ADDRESS SET FORTH IN THE LOAN AGREEMENT, IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT OR OTHERWISE.

19. Headings. Section headings used herein are for convenience only and will not modify the provisions which they precede.

20. **Further Assurances.** Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Lender will reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein.

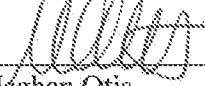
21. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered in PDF or other electronic format, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

22. **Intercreditor Agreement.** The Administrative Agent, the Lenders, The Huntington National Bank, Holdings and the Borrower have entered into that certain Subordination Agreement of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the “**Intercreditor Agreement**”). To the extent any provision of this Agreement conflicts with the Intercreditor Agreement, the Intercreditor Agreement shall control.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Reindeer Logistics, LLC, f/k/a AMD Logistics, LLC

By: Reindeer Holdings, LLC, its Manager

By: 
Name: Meghan Otis
Title: Manager

Plexus Fund III, L.P., as Administrative Agent

By: Plexus Fund III GP, LLC,
its General Partner

By: _____
Name: _____
Title: Manager

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Reindeer Logistics, LLC, f/k/a AMD Logistics, LLC

By: Reindeer Holdings, LLC, its Manager

By: _____

Name: _____

Title: _____

Plexus Fund III, L.P., as Administrative Agent

By: Plexus Fund III GP, LLC,
its General Partner

By: _____

Name: Michael Painter

Title: Manager

IP SECURITY AGREEMENT (PLEXUS)

TRADEMARK
REEL: 005974 FRAME: 0940

EXHIBIT A
TRADEMARKS


| <u>TRADEMARK</u> | <u>U.S. REGISTRATION NUMBER</u> | <u>REGISTRATION DATE</u> |
|---|-------------------------------------|--------------------------|
|  | 3973249 | June 7, 2011 |
| reindeer real.personal.service | 4064200 | November 29, 2011 |
| Reindeer Auto Relocation | 3542813 | December 9, 2008 |

EXHIBIT B
COPYRIGHTS

None.

EXHIBIT C
PATENTS

None.

EXHIBIT D
LICENSES

None.