

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414843

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WORLDWIDE EXPRESS OPERATIONS, LLC		02/03/2017	Limited Liability Company: DELAWARE
UNISHIPPERS GLOBAL LOGISTICS, LLC		02/03/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Collateral Agent
Street Address:	500 W Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2230151	UNISHIPPERS
Registration Number:	2989959	THE SHIPPING COMPANY THAT WORKS FOR YOU.
Registration Number:	2933583	THE SHIPPING COMPANY THAT WORKS FOR YOU
Registration Number:	3009096	UNISHIPPERS
Registration Number:	3007616	U
Registration Number:	4204351	FREIGHT MANAGER
Registration Number:	4165980	EXPRESS MANAGER
Registration Number:	3682906	SPEEDFREIGHT
Registration Number:	3849737	SPEEDSHIP
Registration Number:	2337684	WORLDWIDE EXPRESS
Registration Number:	3056928	CLEARVIEW
Registration Number:	3767815	UNISHIPPERS FREIGHT

CORRESPONDENCE DATA

Fax Number: 3125774565

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.

Phone: 3125778265

TRADEMARK

Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic C/O Katten
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 387132-297

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 02/03/2017

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated February 3, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Antares Capital, LP, acting through one or more of its branches or any Affiliate thereof (“*Antares*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, WWEX UNI Intermediate Holdings, LLC, a Delaware limited liability company (“*Holdings*”), REP WWEX Acquisition Parent, LLC, a Delaware limited liability company (“*Acquisition Parent*” and a “*Borrower*” and, together with Blocker Borrower (as defined below), collectively the “*Borrowers*”), REP WWEX Blocker, LLC, a Delaware limited liability company (“*Blocker Borrower*” and a “*Borrower*”), each lender from time to time party hereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Antares and as administrative agent and collateral agent the (“*Collateral Agent*”), entered into that certain Senior Secured First Lien Credit Agreement dated as of February 3, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement dated February 3, 2017, made by the grantors party thereto from time to time (the “*Grantors*”) to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WORLDWIDE EXPRESS OPERATIONS,
LLC

By: 

Name: Thomas Madine

Title: Chief Executive Officer

Address for Notices:

2323 Victory Avenue, Suite 1600

Dallas, TX 75219

UNISIPPERS GLOBAL LOGISTICS,
LLC

By: _____

Name: Kevin Lathrop

Title: Chief Executive Officer

Address for Notices:

[Signature Page to IP Security Agreement]

TRADEMARK

REEL: 005981 FRAME: 0570

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WORLDWIDE EXPRESS OPERATIONS,
LLC

By: _____
Name: Thomas Madine
Title: Chief Executive Officer

Address for Notices:

UNISHIPPERS GLOBAL LOGISTICS,
LLC

By:  _____
Name: Kevin Lathrop
Title: Chief Executive Officer

Address for Notices:
746 East Winchester Street, Suite 200
Salt Lake City, UT 84107

SCHEDULE A




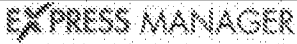
Patent Registrations


None

SCHEDULE B

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
UNISHIPPERS	United States	2,230,151	March 9, 1999	Unishippers Global Logistics, LLC
THE SHIPPING COMPANY THAT WORKS FOR YOU	United States	2,989,959	August 30, 2005	Unishippers Global Logistics, LLC
THE SHIPPING COMPANY THAT WORKS FOR YOU	United States	2,933,583	March 15, 2005	Unishippers Global Logistics, LLC
	United States	3,009,096	October 25, 2005	Unishippers Global Logistics, LLC
	United States	3,007,616	October 18, 2005	Unishippers Global Logistics, LLC
	United States	4,204,351	September 11, 2012	Unishippers Global Logistics, LLC
	United States	4,165,980	June 26, 2012	Unishippers Global Logistics, LLC
SPEEDFREIGHT	United States	3682906	9/15/2009	Worldwide Express Operations, LLC
SPEEDSHIP	United States	3849737	9/21/2010	Worldwide Express Operations, LLC
WORLDWIDE EXPRESS & Design	United States	2337684	4/4/2000	Worldwide Express

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
				Operations, LLC
CLEARVIEW	United States	3056928	2/7/2006	Worldwide Express Operations, LLC
Unishippers Freight	United States	3767815	03/30/2010	Unishippers Global Logistics, LLC

2. TRADEMARK APPLICATIONS

None.

SCHEDULE C

Copyright Registrations

1. REGISTERED COPYRIGHTS

<u>Copyright</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
Airborne express + unishippers = 1st class service at big savings.	United States	TX0005132958	January 19, 2000	Unishippers Global Logistics, LLC
If you can put a label on it, we can ship it!: unishippers domestic & international heavy freight.	United States	TX0005123059	January 19, 2000	Unishippers Global Logistics, LLC
Unishippers: providing shipping solutions and savings for growing companies.	United States	TX0005134357	January 19, 2000	Unishippers Global Logistics, LLC
Providing shipping solutions and savings for growing companies.	United States	TX0005081405	January 19, 2000	Unishippers Global Logistics, LLC
Providing shipping solutions and savings for growing companies: unishippers, global shipping, personalized service.	United States	TX0005134533	January 19, 2000	Unishippers Global Logistics, LLC
Unishippers home page.	United States	TX0005261262	August 29, 2000	Unishippers Global Logistics, LLC
One call ships it all!	United States	TX0005390279	August 29, 2000	Unishippers Global Logistics, LLC
Unishippers.	United States	TX0005390280	August 29, 2000	Unishippers Global Logistics, LLC

2. COPYRIGHT APPLICATIONS

None.