

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PREMIUM TRANS LLC		03/27/2017	Limited Liability Company: OHIO
PREMIUM TRANSPORTATION LOGISTICS LLC		03/27/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4945173	PREMIUM FREIGHT FORWARDING, LLC PFF	
Registration Number:	5135333	PREMIUM TRANSPORTATION LOGISTICS, LLC PT	
Registration Number:	5034543	THE PREMIUM GROUP	
Registration Number:	5030006	PREMIUM FREIGHT MANAGEMENT, LLC PFM	
Registration Number:	4683050	PREMIUM FREIGHT, PREMIUM PAY, FOR PREMIU	
Serial Number:	87028053	PREMIUM TRANSPORTATION GROUP	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.335		

OP \$165.00 4945173

NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	03/27/2017
Total Attachments: 5 source=Premium Trans Trademark Security Agreement#page1.tif source=Premium Trans Trademark Security Agreement#page2.tif source=Premium Trans Trademark Security Agreement#page3.tif source=Premium Trans Trademark Security Agreement#page4.tif source=Premium Trans Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2017, by PREMIUM TRANS LLC, an Ohio limited liability company and PREMIUM TRANSPORTATION LOGISTICS LLC, an Ohio limited liability company (collectively, "Grantors"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for all Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 27, 2015 by and among Magnate Holdings, LLC, a Delaware limited liability company ("Magnate"), Trump Card Holdings, LLC, a California limited liability company ("Trump Card Holdings"), Trump Card LLC, a California limited liability company ("Trump Card"), Trump Card California LLC, a California limited liability company ("Trump Card California"), Tiflor Transportation LLC, a California limited liability company ("Tiflor"; Magnate, Trump Card Holdings, Trump Card, Trump Card California and Tiflor, each a "Borrower" and collectively the "Borrowers"), Agent and the lenders from time to time party thereto (collectively, the "Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make financial accommodations for the benefit of Borrowers;

WHEREAS, in connection with the Credit Agreement, the Borrowers previously executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of August 27, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, on the date hereof, each Grantor is entering into a joinder to the Collateral Agreement; and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the ratable benefit of Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same, instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each 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.

PREMIUM TRANS LLC

By: 
Name: Frank Shinnick
Title: Chief Financial Officer

PREMIUM TRANSPORTATION LOGISTICS LLC

By: 
Name: Frank Shinnick
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: [Signature]
Name: Craig [Signature]
Title: VP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	REGIS. NUMBER	REGIS. DATE	GRANTOR
PREMIUM FREIGHT FORWARDING, LLC PFF	4945173	04/26/16	Premium Trans LLC
PREMIUM TRANSPORTATION LOGISTICS, LLC PTL	5135333	02/07/17	Premium Trans LLC
THE PREMIUM GROUP	5034543	09/06/16	Premium Trans LLC
PREMIUM FREIGHT MANAGEMENT, LLC PFM	5030006	08/30/16	Premium Trans LLC
PREMIUM FREIGHT, PREMIUM PAY, FOR PREMIUM DRIVERS	4683050	02/03/15	Premium Transportation Logistics LLC

TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	FILE DATE	GRANTOR
PREMIUM TRANSPORTATION GROUP	87028053	05/06/16	Premium Trans LLC

TRADEMARK LICENSES

None.