

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dickinson Fleet Services, LLC		03/31/2017	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Crescent Direct Lending, LLC, as Administrative Agent		
Street Address:	100 Federal Street		
Internal Address:	31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3965659	DICKINSON	
Registration Number:	4050670	TRAIT	
Registration Number:	3524720	WEBWRENCH DICKINSONFLEET.COM	
Registration Number:	3524719	WEBWRENCH	
Registration Number:	2975466	CRASH MANAGEMENT	
Registration Number:	2959262	DICKINSON FLEET SERVICES	
CORRESPONDENCE DATA			
Fax Number:	8883259116		
<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:	jessica.davis@lockelord.com		
Correspondent Name:	Jessica Davis		
Address Line 1:	2800 Financial Plaza		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	1514439.00020		
NAME OF SUBMITTER:	Jessica Davis		
SIGNATURE:	/JDavis/		

OP \$165.00 3965659

DATE SIGNED:

03/31/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of March, 2017 by Dickinson Fleet Services, LLC, an Indiana limited liability company ("Grantor"), in favor of CRESCENT DIRECT LENDING, LLC, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of March 31, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of March 31, 2017 by and among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

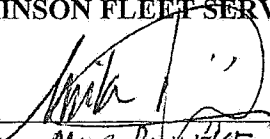
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement is made under and governed by the internal laws of the State of New York without regard to conflicts of law principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

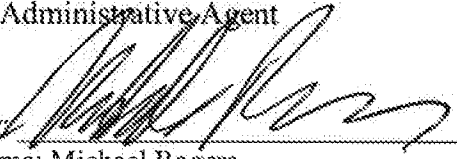
DICKINSON FLEET SERVICES, LLC


By: 
Name: Mike Dickinson
Title: Executive Officer

(Signature Page to Trademark Security Agreement)

Agreed and Accepted
As of the Date First Written Above

CRESCENT DIRECT LENDING, LLC,
as Administrative Agent

By: 
Name: Michael Rogers
Title: Managing Director

By: 
Name: Jonathan Cigneth
Title: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	US Registration Number	Registration Date
Dickinson	3965659	5/24/11
TRAIT	4050670	11/1/11
WebWrench Dickinsonfleet.com	3524720	10/28/08
WebWrench	3524719	10/28/08
Crash Management	2975466	7/26/05
Dickinson Fleet Services	2959262	6/7/05

TRADEMARK APPLICATIONS

None.