

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422481

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUDDATH VAN LINES, INC.		03/29/2017	Corporation: FLORIDA
THE SUDDATH COMPANIES		03/29/2017	Corporation: FLORIDA
LEXICON RELOCATION, L.L.C.		03/29/2017	Limited Liability Company: FLORIDA
SENTRY HOUSEHOLD SHIPPING, INC.		03/29/2017	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1100 ABERNATHY ROAD
Internal Address:	SUITE 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	0905287	SUDDATH
Registration Number:	3907166	SUDDATH GOVERNMENT SERVICES
Registration Number:	4010360	RELOCATION ZONE
Registration Number:	4284175	RENT STORE MOVE
Registration Number:	4395417	SETTING THE STANDARD FOR MOVING THE WORL
Registration Number:	3995201	MOVING GURU
Registration Number:	5087948	REIMAGINE THE WAY THE WORLD MOVES
Registration Number:	5138385	OPPORTUNITY ON THE MOVE
Registration Number:	2812308	SUDDATH
Registration Number:	3045510	WE TAKE CARE OF IT
Registration Number:	5035828	WHAT WE DO MATTERS
Registration Number:	2812458	LEXICON
Registration Number:	3076402	YOUR PEOPLE. YOUR WAY. WORLDWIDE.
Registration Number:	2682799	SENTRY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5085445	MOBILIZING OPPORTUNITY

CORRESPONDENCE DATA

Fax Number: 6785532602
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: 6785532601
Email: jimmarl@gtlaw.com
Correspondent Name: LaShana C. Jimmar, Paralegal
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 3333 Piedmont Road, NE, Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	103274.030400
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	04/04/2017

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of March, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among THE SUDDATH COMPANIES, a Florida corporation, as parent ("Parent"), SUDDATH VAN LINES, INC., a Florida corporation ("SVL" and a "Borrower") and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 29, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

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

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark

Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

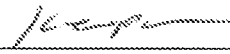
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

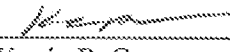
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

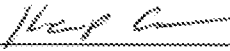
SUDDATH VAN LINES, INC.

By: 
Name: Kevin P. Gannon
Title: Executive Vice President and Chief
Financial Officer

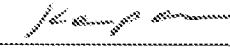
THE SUDDATH COMPANIES

By: 
Name: Kevin P. Gannon
Title: Executive Vice President and Chief
Financial Officer

LEXICON RELOCATION, L.L.C.

By: 
Name: Kevin P. Gannon
Title: Executive Vice President and Chief
Financial Officer

SENTRY HOUSEHOLD SHIPPING, INC.

By: 
Name: Kevin P. Gannon
Title: Executive Vice President and Chief
Financial Officer

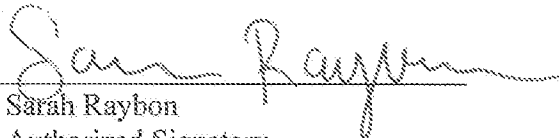
[SUDDATH—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006027 FRAME: 0337

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: 
Name: Sarah Raybon
Title: Authorized Signatory

[SUDDATH—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006027 FRAME: 0338

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.
Suddath Van Lines, Inc.	United States	Suddath®	905,287
Suddath Van Lines, Inc.	United States	Suddath Government Services®	3,907,166
Suddath Van Lines, Inc.	United States	Relocation Zone®	4,010,360
Suddath Van Lines, Inc.	United States	Rent Store Move®	4,284,175
Suddath Van Lines, Inc.	United States	Setting the Standard for Moving the World®	4,395,417
Suddath Van Lines, Inc.	United States	Moving Guru®	3,995,201
The Suddath Companies	United States	REIMAGINE THE WAY THE WORLD MOVES®	5,087,948
The Suddath Companies	United States	OPPORTUNITY ON THE MOVE SM	5,138,385
The Suddath Companies	United States	MOBILIZING OPPORTUNITY®	5,085,445
The Suddath Companies	United States	Suddath and the “S” symbol	2,812,308
The Suddath Companies	United States	We Take Care of It®	3,045,510
The Suddath Companies	United States	WHAT WE DO MATTERS®	5,035,828
Lexicon Relocation, LLC	United States	Lexicon®	2,812,458

Lexicon Relocation, LLC	United States	YOUR PEOPLE.YOUR WAY.WORLDWIDE®	3,076,402
Sentry Household Shipping, Inc.	United States	Sentry®	2,682,799

Trade Names

See attached table.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trade Name Registrations

Owner	Jurisdiction (State/County/City as applicable)	Trade Name
City/Suddath Relocation Systems, LLC	Washington	Suddath Relocation Systems
	Washington	Suddath Workplace Solutions
Lexicon Relocation, LLC	Florida, Ohio, Georgia, Connecticut	Lexicon Relocation
Meridian Relocation Systems, LLC	Arizona	Meridian Relocation Systems
Penser Transportation, LLC	Florida	PenserSC
Relocation Assurance Corporation	Florida	RAC
Sentry Household Shipping, Inc.	Florida, Los Angeles County, CA; Harris County, TX; Texas, New Jersey, Wisconsin, City of Stamford, CT; DC	Suddath International
	Florida, LA County, CA; New Jersey, Wisconsin	Sentry International
Suddath Container Services, Inc.	Florida	Wildcat Container Services
Suddath Global Logistics, LLC	Florida, Los Angeles County, CA	Suddath Global Logistics
Suddath Office Solutions, LLC	Florida, Gwinnett County, GA; Mecklenburg County, NC	Suddath Office Furniture
Suddath Packaging, LLC	Florida	Suddath Collection Services
Suddath Relocation Systems of Arizona, LLC	Arizona	Suddath Relocation Systems
	Arizona	Suddath Workplace Solutions
Suddath Relocation Systems of Atlanta, Inc.	Florida, Georgia	Suddath Relocation Systems
	Florida, Georgia	Suddath Workplace Solutions
	Florida	Suddath Hospitality Solutions
Suddath Relocation Systems of California, Inc.	Los Angeles County, CA	Suddath Relocation Systems

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trade Name Registrations

Owner	Jurisdiction (State/County/City as applicable)	Trade Name
	Los Angeles County, CA	Suddath Workplace Solutions
Suddath Relocation Systems of Charlotte, LLC	Mecklenburg County, NC	Suddath Relocation Systems
	Mecklenburg County, NC	Suddath Workplace Solutions
Suddath Relocation Systems of Ft. Lauderdale, Inc.	Florida	Suddath Relocation Systems
	Florida	Suddath Hospitality Solutions
Suddath Relocation Systems of Houston, Inc.	Harris County, TX; Texas	Suddath Relocation Systems
	Harris County, TX; Texas	Suddath Workplace Solutions
Suddath Relocation Systems of Jacksonville, Inc.	Florida	Suddath Relocation Systems
	Florida	Suddath Workplace Solutions
	Florida	Suddath Hospitality Solutions
Suddath Relocation Systems of Maryland, Inc.	Maryland, Virginia and following counties within Virginia: Arlington, Caroline, Clarke, Culpeper, Fairfax, Fauquier, Frederick, King George, Loudoun, Prince William, Rappahannock, Spotsylvania and Stafford	Suddath Relocation Systems
	Maryland	Suddath Workplace Solutions
Suddath Relocation Systems of Melbourne, Inc.	Florida	Suddath Relocation Systems
	Florida	Suddath Workplace Solutions
	Florida	Suddath Hospitality Solutions
Suddath Relocation Systems of Milwaukee, LLC	Wisconsin	Suddath Relocation Systems
Suddath Relocation Systems of Minnesota, LLC	Minnesota	Suddath Relocation Systems
	Minnesota	Barrett Moving & Storage
Suddath Relocation Systems of New York, Inc.	New York, New Jersey	Suddath Van Lines
	New York, New Jersey	Suddath Relocation Systems

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trade Name Registrations

Owner	Jurisdiction (State/County/City as applicable)	Trade Name
	New York, New Jersey	Suddath Workplace Solutions
Suddath Relocation Systems of No. California, Inc.	Santa Clara County, CA	Suddath Relocation Systems
	Alameda County, CA	Suddath Relocation Systems
	Santa Clara County, CA	Suddath Workplace Solutions
Suddath Relocation Systems of Oregon, LLC	Oregon, Washington	Suddath Relocation Systems
	Oregon	Suddath Workplace Solutions
Suddath Relocation Systems of Orlando, Inc.	Florida	Suddath Relocation Systems
	Florida	Suddath Relocation of The Villages
	Florida	Suddath Workplace Solutions
	Florida	Suddath Hospitality Solutions
Suddath Relocation Systems of Pensacola, Inc.	Florida	Suddath Relocation Systems
Suddath Relocation Systems of St. Petersburg, Inc.	Florida	Suddath Relocation Systems
	Florida	Suddath Workplace Solutions
	Florida	Suddath Hospitality Solutions
Suddath Relocation Systems of Texas, Inc.	Tarrant County, TX; Texas	Suddath Relocation Systems
	Tarrant County, TX; Texas	Suddath Workplace Solutions
Suddath Relocation Systems of the Twin Cities, LLC	Minnesota	Boulevard Moving & Storage
Suddath Relocation Systems of Wisconsin, LLC	Wisconsin	Boulevard Moving & Storage
Suddath Van Lines, Inc.	Florida	Suddath Relocation Systems
	Florida	Suddath Government Services
	Florida, City of Canton, CT; Colorado, Pennsylvania, Oregon	Suddath Workplace Solutions
	Florida	Suddath Hospitality Solutions
The Davidson Transfer and Storage, LLC	Florida	The Davidson Transfer and Storage Co.
The Suddath Companies	Florida	Suddath International
	Florida	Suddath Relocation Systems
Withers/Suddath Relocation Systems, Inc.	Florida	Suddath Relocation Systems
	Florida	Suddath Workplace Solutions
	Florida	Suddath Hospitality Solutions

SCHEDULE I
to
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Trade Name Registrations

Owner	Jurisdiction (State/County/City as applicable)	Trade Name
Victoria Operations, LLC	Indiana	Victoria National Golf Club