

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEROSTAR GLOBAL LOGISTICS, LLC		08/11/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CENTERFIELD CAPITAL PARTNERS IV, L.P.		
Street Address:	3000 Market Tower, 10 West Market Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4424990	OUR REPUTATION RIDES WITH YOUR CARGO	
CORRESPONDENCE DATA			
Fax Number:	3175924726		
<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:	317-236-2378		
Email:	mario.alvarez@icemiller.com		
Correspondent Name:	Mario Alvarez		
Address Line 1:	One American Square Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Mario Alvarez		
SIGNATURE:	/Mario Alvarez/		
DATE SIGNED:	08/15/2017		
Total Attachments: 6			
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source=INDY-#12248228-v1-Centerfield_Aerostar_-_Collateral_Assignment_of_Trademarks#page4.tif			
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OP \$40.00 4424990

EXECUTION VERSION

THIS INSTRUMENT OR AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF, AMONG CENTERFIELD CAPITAL PARTNERS IV, L.P., AS AGENT FOR THE SUBORDINATED CREDITORS DESCRIBED THEREIN, THE OBLIGORS PARTY THERETO, AND TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, AS THE SENIOR CREDITOR.

COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of August 11, 2017 (“*Agreement*”), between AEROSTAR GLOBAL LOGISTICS, LLC, a Delaware limited liability company (together with its successors and assigns, the “*Assignor*”), and CENTERFIELD CAPITAL PARTNERS IV, L.P., a Delaware limited partnership, as agent for the Purchasers (as defined below) (in such capacity, the “*Secured Party*” or “*Centerfield IV*”).

RECITALS:

(1) This Agreement is made pursuant to the Purchase Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “*Purchase Agreement*”), among the Assignor, Centerfield IV, CCP IV-SBIC, L.P., a Delaware limited partnership (“*CCP SBIC*” and together with Centerfield IV, the “*Purchasers*”), AEROSTAR GLOBAL HOLDINGS, LLC, a Delaware limited liability company (“*Holdings*”), PROFESSIONAL FREIGHT SOLUTIONS, LLC, a Delaware limited liability company (“*Professional Freight*”), PROFESSIONAL FREIGHT ACQUISITION, LLC, a Delaware limited liability company (“*Professional Freight Acquisition*”), TATUM LOGISTICS, LLC, a Delaware limited liability company (“*Tatum Logistics*”), AEROSTAR LOGISTICS GROUP, LLC, a Delaware limited liability company (“*AeroStar Logistics*”), and AEROSTAR OUTDOORS, INC., an Illinois corporation (“*AeroStar Outdoors*,” and together with Assignor, Holdings, Professional Freight, Professional Freight Acquisition, Tatum Logistics and AeroStar Logistics, collectively, “*Borrowers*”, and each a “*Borrower*”).

(2) In connection with the Purchase Agreement, the Assignor is a party to a Security Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “*Security Agreement*”), among the Assignor, the other grantors named therein and the Secured Party, pursuant to which the Assignor has granted to the Secured Party, for the benefit of itself and its Affiliates, a continuing security interest in, collateral assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Secured Party as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Secured Party, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential in accordance with the Purchase Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no security interest in, lien upon nor right of set-off against, any Excluded Property is hereby granted; provided that, if and when any Property shall cease to be Excluded Property, a security interest in, general lien upon and right of set-off against such Property shall be deemed granted therein.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Secured Party primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Secured Party, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

AEROSTAR GLOBAL LOGISTICS, LLC

By: AeroStar Global Holdings, LLC
Its: Sole Member

By: _____
Name: Christopher Bryan
Title: Secretary

Accepted and acknowledged by:

CENTERFIELD CAPITAL PARTNERS
IV, L.P.

By: Centerfield Capital Partners IV,
LLC, its General Partner

By: Centerfield Management IV, Inc., its
manager

By: _____
D. Scott Lutzke, Chairman

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

AEROSTAR GLOBAL LOGISTICS, LLC

By: AeroStar Global Holdings, LLC
Its: Sole Member


By: _____
Name:
Title:

Accepted and acknowledged by:

CENTERFIELD CAPITAL PARTNERS
IV, L.P.

By: Centerfield Capital Partners IV,
LLC, its General Partner

By: Centerfield Management IV, Inc., its
manager

By: 
D. Scott Lutzke, Chairman

Schedule A
to Collateral Assignment of
Trademarks

Trademarks

Our Reputation Rides With Your Cargo

Registration No.

US Serial No. 85867635
USPTO Reg. No. 4424990