

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Q INTERNATIONAL COURIER, LLC		09/19/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, as Second Lien Administrative Agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2062773	QUICK	
Registration Number:	3556054	STERLING COURIER A DIVISION OF QUICK INT	
Registration Number:	1758783	STERLING COURIER SYSTEMS	
Registration Number:	2247236	QUICK	
Registration Number:	2669523	QUICK ONLINE	
Registration Number:	4214645	QUICKONLINERX	
Registration Number:	2274975	QUICKSTAT	
Registration Number:	2066476	QUICK INTERNATIONAL COURIER	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King and Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	23743.009037		
NAME OF SUBMITTER:	/s/ Mia Ramic		

OP \$215.00 2062773

SIGNATURE:	/s/ Mia Ramic
DATE SIGNED:	09/19/2017
Total Attachments: 5 source=Quick - Second Lien Intellectual Property Security Agreement#page1.tif source=Quick - Second Lien Intellectual Property Security Agreement#page2.tif source=Quick - Second Lien Intellectual Property Security Agreement#page3.tif source=Quick - Second Lien Intellectual Property Security Agreement#page4.tif source=Quick - Second Lien Intellectual Property Security Agreement#page5.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of September 19, 2017, by the signatory hereto (the “Grantor”) in favor of ANTARES CAPITAL LP, as collateral agent for the Secured Parties (in such capacity, the “Second Lien Administrative Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of September 19, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Second Lien Administrative Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Second Lien Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Second Lien Administrative Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Second Lien Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”): (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but

all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Second Lien Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

Q INTERNATIONAL COURIER, LLC,
as Grantor

By: 

Name: Dominique Bischoff-Brown

Title: Secretary

[Signature Page to Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 006156 FRAME: 0800

IN WITNESS WHEREOF, the Grantor and the Second Lien Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ANTARES CAPITAL LP,
as Second Lien Administrative Agent






By: _____

Name: Meenal Mehta

Title: Duly Authorized Signatory

Schedule 1

Trademarks

Entity	Mark	Registration No.	Registration Date
Q International Courier, LLC		2,062,773	5/20/1997
Q International Courier, LLC		3,556,054	1/6/2009
Q International Courier, LLC		1,758,783	3/16/1993
Q International Courier, LLC	QUICK	2,247,236	5/25/1999
Q International Courier, LLC	QUICKONLINE	2,669,523	12/31/2002
Q International Courier, LLC	QUICKONLINERX	4,214,645	9/25/2012
Q International Courier, LLC	QUICKSTAT	2,274,975	8/31/1999
Q International Courier, LLC	QUICK INTERNATIONAL COURIER	2,066,476	6/3/1997