

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447564

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ITS Technologies & Logistics, LLC		10/06/2017	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MUFG Union Bank, N.A.		
<b>Street Address:</b>	1251 Avenue of the Americas, 19th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4635873	IN-TERMINAL SERVICES	
<b>Serial Number:</b>	87544264	CONGLOBAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123183400		
<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>			
<b>Phone:</b>	1 212 318 3306		
<b>Email:</b>	jesse.gooley@nortonrosefulbright.com, martin.rosenfeld@nortonrosefulbright.com, nyipdocket@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Jesse Gooley		
<b>Address Line 1:</b>	Norton Rose Fulbright US LLP		
<b>Address Line 2:</b>	1301 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6022		
<b>ATTORNEY DOCKET NUMBER:</b>	1000200876		
<b>NAME OF SUBMITTER:</b>	Jesse Gooley		
<b>SIGNATURE:</b>	/Jesse Gooley/		
<b>DATE SIGNED:</b>	10/17/2017		
<b>Total Attachments: 8</b>			

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 6, 2017, among ITS Technologies & Logistics, LLC, an Illinois limited liability company (the “**Grantor**”), and MUFG Union Bank, N.A., as collateral agent for the Secured Parties (the “**Collateral Agent**”).

**RECITALS**

- (A) Whereas, Global Logistics Bidco LLC, a Delaware limited liability company (which will be merged with and into Intermodal Acquisition, LLC, a Delaware limited liability company) (the “**Original Borrower**”), is party to that certain Credit Agreement, by and among the Original Borrower, the Subsidiary Guarantors party thereto, the lenders party thereto, ING Capital LLC, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”) and MUFG Union Bank, N.A., as collateral agent for the Secured Parties (as defined therein) (in such capacity, the “**Collateral Agent**”).
- (B) The Grantor is party to a Pledge and Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (as it may from time to time be amended, modified or supplemented, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**SECTION 1 Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

**SECTION 2 Grant of Security Interest in Intellectual Property Collateral**

As security for the prompt and complete payment in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations (now or hereafter existing under the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, for premiums, penalties, indemnification, contract, cause of action, costs, expenses or otherwise), the Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“**Intellectual Property Collateral**” means the Grantor’s right, title and interest in, to and under

- (a) all Copyrights owned by any Grantor and exclusive Copyright Licenses to which it is a party, including those referred to on Schedule I hereto;

- (b) all Patents owned by any Grantor, including those referred to on Schedule II hereto;
- (c) all Trademarks owned by any Grantor, including those referred to on Schedule III hereto; and
- (d) all Proceeds of the foregoing, including any claim by any Grantor against third parties for past, present, future infringement or dilution of any such (i) Copyright or exclusive Copyright licensed under any Copyright License, (ii) Trademark or (iii) Patent, and all rights corresponding to any of the foregoing through the world.

### **SECTION 3 First Priority Security Interest**

Notwithstanding anything to the contrary contained in this Agreement, the Grantor and the Collateral Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement to the Collateral Agent for the benefit of the Secured Parties and securing the Secured Obligations, will be a “first” priority Security Interest in the Collateral, junior to no other security interests other than Permitted Encumbrances.

### **SECTION 4 Certain Exclusions**

- (a) Notwithstanding anything herein to the contrary, in no event will the Collateral or the Intellectual Property Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Intellectual Property constituting an Excluded Asset (as defined in the Pledge and Security Agreement), including, without limitation:
  - (i) any Intellectual Property Collateral, including, without limitation, any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor’s “intent-to-use” such Trademark, unless and until acceptable evidence of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting of such Security Interest constitutes or results in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein, or results in a breach of the terms of, or constitutes a default under, such Intellectual Property Collateral or if such a grant would adversely affect the enforceability or validity of such Trademark application; and
  - (ii) any Copyright License to which such Grantor is a party, any of its rights or interests thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such Copyright License or otherwise, result in a breach of the terms of, or constitute a default under, abandonment of, render unenforceable, trigger an express termination right on the part of any other party (which right is not waived in writing) or result in the termination of any such Copyright License (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that immediately

upon the ineffectiveness, lapse or termination of any such provision, the Collateral will include, and such Grantor will be deemed to have granted a Security Interest in, all such rights and interests as if such provision had never been in effect.

- (b) Nothing herein shall preclude any Grantor from taking any action in the United States Patent and Trademark Office of the United States Copyright Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof, including modification, reexamination or abandonment of any Intellectual Property Collateral, that is (i) in accord with the ordinary conduct of such Grantor's business, as such business is currently conducted, and (ii) permitted by the terms of the Loan Documents.

### **SECTION 5 Pledge and Security Agreement**

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the provisions of this Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement will prevail.

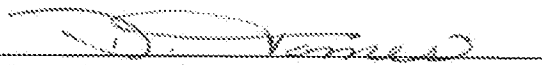
### **SECTION 6 Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its respective officers thereunto duly authorized as of the date first written above.

ITS TECHNOLOGIES & LOGISTICS, LLC, as Grantor

By:   
Name: Donald Tomes  
Title: Vice President and Chief Financial Officer

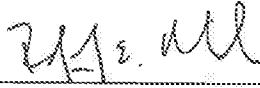
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006184 FRAME: 0124**

**ACKNOWLEDGED AND AGREED**

MUFG Union Bank, N.A.,  
as Collateral Agent

By:



\_\_\_\_\_  
Name: Rafael E. Miranda  
Title: Vice President

[Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006184 FRAME: 0125**

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT  
COPYRIGHT REGISTRATIONS**

(A) REGISTERED COPYRIGHTS

None.

(B) COPYRIGHT APPLICATIONS

None.

(C) EXCLUSIVE COPYRIGHT LICENSES

None.



**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT  
PATENT REGISTRATIONS**

(A) REGISTERED PATENTS

None.

(B) PATENT APPLICATIONS

None.

**SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

(A) REGISTERED TRADEMARKS

<b>Trademark</b>	<b>Reg. No.</b>	<b>Date</b>
IN-TERMINAL SERVICES	4,635,873	November 11, 2014

(B) TRADEMARK APPLICATIONS

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application Date</b>	<b>Reg. No.</b>	<b>Current Owner of Record</b>
CONGLOBAL	United States	July 26, 2017	87,544,264	ITS TECHNOLOGIES & LOGISTICS, LLC