

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUXO BARGE HOLDINGS, LLC		11/21/2017	Limited Liability Company: DELAWARE
MG TRANSPORT HOLDINGS LLC		11/21/2017	Limited Liability Company: DELAWARE
M/G TRANSPORT SERVICES LLC		11/21/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center, DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3017048	M/G	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	313-223-3461		
Email:	nzemgulis@dickinsonwright.com		
Correspondent Name:	Daniel F. Burkhart		
Address Line 1:	500 Woodward Avenue		
Address Line 2:	Suite 4000		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	37890-54		
NAME OF SUBMITTER:	Daniel F. Burkhart		
SIGNATURE:	/Daniel F. Burkhart/		
DATE SIGNED:	11/22/2017		

OP \$40.00 3017048

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of November 21, 2017, is made by the parties listed on the signature pages hereof (collectively, the "Grantors") in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association ("PNC"), as agent for the Lenders (as defined below) (PNC, in such capacity, the "Agent") under the Credit Agreement (as defined below).

AUXO BARGE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), **MG TRANSPORT HOLDINGS LLC**, a Delaware limited liability company ("MG Transport Holdings"), and **M/G TRANSPORT SERVICES LLC**, a Delaware limited liability company ("M/G Transport Services") (Holdings, MG Transport Holdings, M/G Transport Services, and each Person joined to the Credit Agreement as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower") have entered into a Revolving Credit and Security Agreement dated on or about the date of this IP Security Agreement (as amended, modified, or restated from time to time, the "Credit Agreement"), with the financial institutions which are now or which hereafter become a party to the Credit Agreement (collectively, the "Lenders" and each a "Lender") and the Agent. Capitalized terms used and not defined in this IP Security Agreement have the meanings given to them in the Credit Agreement.

Under the terms of the Credit Agreement, the Grantors have granted to the Agent, for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal, state, and foreign government authorities including but not limited to, with respect to individual patents, registered trademarks and registered copyrights, and applications for the foregoing, recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Grant of Security. Each Grantor hereby grants to the Agent for the benefit of the Lenders a security interest in all of such Grantor's right, title and interest in and to the following (the "IP Collateral"):

1.1 The patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (the "Patents");

1.2 The trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

1.3 All copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including but not limited to the copyright registrations, applications and exclusive copyright licenses set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

1.4 All rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.5 Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.6 Any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials, foreign or domestic, to record and register this IP Security Agreement upon request by the Agent. Upon Agent's request, each Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record (including recording with domestic or foreign governmental authorities or officials) or preserve Agent's interest in all IP Collateral.

3. New or Newly Identified IP Collateral. If any Grantor (i) becomes aware of any existing IP Collateral of which any Grantor has not previously informed Agent, (ii) obtains rights to any new patentable inventions or other IP Collateral, or (iii) becomes entitled to the benefit of any IP Collateral which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement shall automatically apply thereto and such Grantor must give to Agent prompt written notice thereof. Each Grantor hereby authorizes Agent to modify this IP Security Agreement by amending Schedules 1, 2, and 3, as applicable, to include any such IP Collateral, and to request the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials (domestic or foreign) to record and register or re-record or re-register this IP Security Agreement. Upon Agent's request, each Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Agent's interest in all IP Collateral added to Schedules 1, 2, and 3 pursuant to this Section.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the IP Collateral are as provided by the Credit Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP Security 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 to this IP Security Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of Michigan.

[SIGNATURE PAGE FOLLOWS]

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

AUXO BARGE HOLDINGS, LLC,
a Delaware limited liability company


By: Auxo Investment Partners, LLC,
Its Manager

By: 
Jeffrey P. Helminski, Manager

MG TRANSPORT HOLDINGS LLC,
a Delaware limited liability company

By: 
Jeffrey P. Helminski, Executive Vice President

M/G TRANSPORT SERVICES LLC,
a Delaware limited liability company

By: 
Jeffrey P. Helminski, Executive Vice President

AGREED TO AND ACCEPTED:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Michael J. Bishop, Vice President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 006211 FRAME: 0976

SCHEDULE 1 – PATENTS

None.

SCHEDULE 2 – TRADEMARKS

Owner	Mark	Trademark Registration Number	Date of Application	Date of Registration
M/G TRANSPORT SERVICES LLC	M/G	3,017,048	September 7, 2004	November 22, 2005

SCHEDULE 3 – COPYRIGHTS

None.