

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUVATA FRANKLIN, LLC		12/20/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MACQUARIE BANK LIMITED, AS ADMINISTRATIVE AGENT		
Street Address:	50 MARTIN PLACE		
City:	SYDNEY NSW		
State/Country:	AUSTRALIA		
Postal Code:	2000		
Entity Type:	Public Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86255941	ALUMATUBE	
Serial Number:	87623056	ALUMATUBE	
Serial Number:	77715125	UNILLOY	
CORRESPONDENCE DATA			
Fax Number:	2129743205		
<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:	(212) 597-8200		
Email:	ODONNELL@LSELLP.COM		
Correspondent Name:	MATTHEW O'DONNELL		
Address Line 1:	ELEVEN TIMES SQUARE		
Address Line 2:	LUSKIN, STERN & EISLER LLP		
Address Line 4:	NEW YORK, NEW YORK 10036		
NAME OF SUBMITTER:	Matthew O'Donnell		
SIGNATURE:	/Matthew O'Donnell/		
DATE SIGNED:	12/21/2017		
Total Attachments: 3			
source=Waybill - Trademark Security Agreement (Executed)_(103286608_3)#page1.tif			
source=Waybill - Trademark Security Agreement (Executed)_(103286608_3)#page2.tif			

OP \$90.00 86255941

GRANT OF SECURITY INTEREST

(TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of December 20, 2017, is executed by Luvata Franklin, LLC a Delaware limited liability company (the “Grantor”), in favor of Macquarie Bank Limited, as Administrative Agent (in such capacity, the “Administrative Agent”).

A. Pursuant to that certain Credit Agreement, dated as of December 20, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, Waybill USA Inc. (the “Pledgor”), Macquarie Bank Limited, as the Administrative Agent, and the lenders party thereto have agreed to extend certain credit facilities to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks and service mark registrations and applications, more particularly described on Schedule 1 annexed hereto and made a part hereof, which trademarks and service marks are registered or subject to an application for registration in the United States Patent and Trademark Office and certain foreign countries (collectively, the “Trademarks”).

C. Pursuant to the Security Agreement, dated as of December 20, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the Pledgor, the other entities party thereto from time to time as grantors and the Administrative Agent, the Grantor has assigned and granted to the Administrative Agent (for the ratable benefit of the Beneficiaries (as defined in the Security Agreement)) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of past, present or future infringement thereof (the “Collateral”), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign, pledge, and grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent’s address is:

Macquarie Bank Limited
50 Martin Place
Sydney NSW 2000
Australia
Attention: Executive Director, Legal, Commodities and Global Markets

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

LUVATA FRANKLIN, LLC,

By: 

Name: Ronald Beal

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006232 FRAME: 0094

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Reg. Date	Owner
ALUMATUBE	U.S.	86/255941 (Intent to Use)	18-Apr-2014	—	—	Luvata Franklin, LLC
ALUMATUBE	U.S.	87/623056 (Intent to Use)	26-Sep-2017	—	—	Luvata Franklin, LLC
UNILLOY	U.S.	77/715125	16-Apr-2009	3911692	25-Jan-2011	Luvata Franklin, LLC