

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455679

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A&R LOGISTICS, INC.		12/22/2017	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO CAPITAL FINANCE, LLC		
<b>Street Address:</b>	10 South Wacker Drive, 26th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4776458	AR A&R LOGISTICS	
<b>Registration Number:</b>	4945834	FLEXPOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold		
<b>SIGNATURE:</b>	/Joanne BL Arnold/		
<b>DATE SIGNED:</b>	12/22/2017		
<b>Total Attachments: 7</b>			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

A&R LOGISTICS, INC.

- Individual(s)
- Partnership
- Corporation- State: Illinois
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 22, 2017

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: WELLS FARGO CAPITAL FINANCE, LLC

Street Address: 10 South Wacker Drive, 26th Floor

City: Chicago

State: IL

Country: USA Zip: 60606

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Exhibit A

B. Trademark Registration No.(s)

See Exhibit A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way  
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: \_\_\_\_\_

Email Address: james.murray@weltersklawer.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

Joanne BL Arnold

Name of Person Signing

December 22, 2017

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AMENDMENT NO. 1 TO  
TRADEMARK COLLATERAL SECURITY AGREEMENT

AMENDMENT NO.1 TO TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Amendment"), made as of December 22, 2017, by and between A&R LOGISTICS, INC., an Illinois corporation ("Debtor"), with its chief executive office located at 600 North Hurstbourne Parkway, Suite 110, Louisville, Kentucky 40222, and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, successor by merger to Wachovia Capital Finance Corporation (Central), in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent"), having an office at 10 South Wacker Drive, 26<sup>th</sup> Floor, Chicago, Illinois 60606. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Agent are parties to the Trademark Collateral Security Agreement, dated as of October 23, 2007 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated, restructured, refinanced or replaced, the "Trademark Security Agreement") and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on December 12, 2007 at Reel/Frame 003677/0443;

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Agent (on behalf of itself and the Secured Parties) a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Agent all agreements and documents as requested by Agent to evidence the security interests of Agent therein;

WHEREAS, Debtor has certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement;

WHEREAS, Debtor and certain of its affiliates have entered into or are about to enter into an amendment and restatement of its existing financing arrangements with Agent and the parties to the Loan Agreement (as hereinafter defined) as lenders (collectively, "Lenders" and individually a "Lender") pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor and certain of its affiliates as set forth in the Amended and Restated Loan and Security Agreement, dated December 18, 2012, by and among Debtor, certain of Debtor's affiliates, Agent and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, restructured, refinanced or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Trademark Security Agreement, as amended by this Amendment (all of the foregoing, together with the Loan Agreement, as the same now exist or

may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, Debtor and Agent now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Agent hereby agree as follows:

1. Amendments to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

(d) All references to the term "Loan Agreement" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to refer to the Amended and Restated Loan and Security Agreement, dated December 18, 2012, by and among Debtor, certain of Debtor's affiliates, Agent and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, restructured, refinanced or replaced, the "Loan Agreement").

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Agent set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Agent, and hereby grants to Agent (for itself and for the benefit of the Secured Parties, as such term is defined in the Loan Agreement) a continuing security interest in and lien upon the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names and service marks, and all renewals thereof; and (ii) all prints and labels on which the Additional Trademarks have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all of Debtor's rights under any present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Additional Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection

therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks. The Collateral does not include: (1) any rights or interests in any contract, license or license agreement covering the Collateral, as such, if under the terms of such contract, license or license agreement, or applicable law with respect thereto, the valid grant of a security interest or lien therein to Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, license or license agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under Sections 9-406, 9-407 or 9-408 of the UCC or other applicable law or (ii) so as to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of the Debtor in or to monies due or to become due under any such contract, license or license agreement (including any Receivables) or (2) trademark or servicemark applications that have been filed with the U.S. Patent and Trademark Office on the basis of an "intent-to-use" with respect to such marks, unless and until a statement of use or amendment to allege use is filed or any other filing is made or circumstances otherwise change so that the interests of the Debtor in such marks is no longer on an "intent-to-use" basis, at which time such marks shall automatically and without further action by the parties be subject to the security interests and liens granted by Debtor to Agent hereunder.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

IN WITNESS WHEREOF, Debtor and Agent have executed this Amendment as of the day and year first above written.

A&R LOGISTICS, INC.

By: 

Name: Richard A. Mitchell, Jr.

Title: Vice Chairman and President

WELLS FARGO CAPITAL FINANCE, LLC,  
successor by merger to Wachovia Capital Finance  
Corporation (Canada), as Agent

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, Debtor and Agent have executed this Amendment as of the day and year first above written.

A&R LOGISTICS, INC.

By: \_\_\_\_\_  
Name: Richard A. Mitchell, Jr.  
Title: Vice Chairman and President

WELLS FARGO CAPITAL FINANCE, LLC,  
successor by merger to Wachovia Capital Finance  
Corporation (Canada), as Agent

By: David Wisniewski  
Name: David Wisniewski  
Title: Vice President

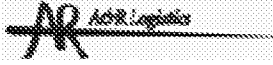
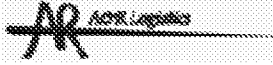
Amendment No. 1 to Trademark Agreement

**TRADEMARK**  
**REEL: 006235 FRAME: 0094**

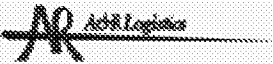


EXHIBIT A  
TO  
AMENDMENT NO. 1 TO  
TRADEMARK COLLATERAL SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Trademark	Jurisdiction	Registration Number	Registration Date	Expiration Date
A&R Logistics Holdings, Inc.	A&R Logistics, Inc. Service Mark and Logo 	United States of America	4,776,458	July 21, 2015	
A&R Logistics Holdings, Inc.	A&R Logistics, Inc. Service Mark and Logo 	Mexico	1562117	August 11, 2015	
A&R Logistics Holdings, Inc.	Flexport	United States of America	4,945,834	April 26, 2016	

Applications

Owner	Trademark	Jurisdiction	Application Number	Application Date	Expiration Date
A&R Logistics Holdings, Inc.	A&R Logistics, Inc. Service Mark & Logo 	Canada	1720633	March 24, 2015	