

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461209

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUNCO HOLDINGS, LLC		01/31/2018	Limited Liability Company: GEORGIA
KJM CAPITAL TRANSPORTATION FUND, LLC		01/31/2018	Limited Liability Company: DELAWARE
GANTT TRUCKING, LLC		01/31/2018	Limited Liability Company: DELAWARE
INTERIDE TRANSPORT, LC		01/31/2018	Limited Liability Company: UTAH

RECEIVING PARTY DATA

Name:	SANTANDER BANK, N.A.
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3605939	SUNCO
Registration Number:	3605937	THE CLIMATE ASSURED CARRIER
Registration Number:	2282925	SUNCO CARRIERS, INC.
Registration Number:	5282958	COLD CARRIERS

CORRESPONDENCE DATA

Fax Number: 2158325767
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.

Phone: 215-569-5767
Email: perry@blankrome.com
Correspondent Name: David M. Perry
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

TRADEMARK

NAME OF SUBMITTER:	David M. Perry
SIGNATURE:	/David M. Perry/
DATE SIGNED:	02/07/2018
Total Attachments: 4 source=Santander - KJM Trademark Security Agreement Executed#page1.tif source=Santander - KJM Trademark Security Agreement Executed#page2.tif source=Santander - KJM Trademark Security Agreement Executed#page3.tif source=Santander - KJM Trademark Security Agreement Executed#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is made as of this 31st day of January, 2018, by GANTT TRUCKING, LLC, a Delaware limited liability company ("Gantt Trucking"), INTERIDE TRANSPORT LC, a Utah limited liability company ("Interide"), SUNCO HOLDINGS, LLC, a Georgia limited liability company ("Sunco Holdings"), and KJM CAPITAL TRANSPORTATION FUND, LLC, a Delaware limited liability company ("Parent") and together with Gantt Trucking, Interide and Sunco Holdings, each a "Grantor" and collectively, the "Grantors", in favor of SANTANDER BANK, N.A., in its capacity as agent for the Lenders defined below (in such capacity, together with its successors and assigns, "Agent").

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), by among the Grantors, the other Borrowers party thereto (together with the Grantors and any Person joined thereto from time to time as a borrower, collectively the "Borrowers"), the Subsidiaries of Parent that may hereafter become guarantors thereunder (collectively, the "Guarantors"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain loans and provide certain other financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, the Grantors are required to execute and deliver this Agreement to Agent.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant and Reaffirmation of Security Interest. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), with power of sale to the extent permitted by law:

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark

or any Trademark licensed under any Trademark License; provided, that no security interest shall be granted in any United States “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed).

3. Security for Obligations. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and are due and owing by any Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement or the Other Documents.

4. Loan Documents. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement and the Other Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Other Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Representations, Warranties and Agreements. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule I hereto accurately lists all United States federally registered Trademarks, registered with the United States Patent and Trademark Office, as of the date hereof.

6. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademark Collateral, this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademark Collateral to the extent and in accordance with the provisions of the Credit Agreement.

7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile or e-mail transmission shall be deemed an original signature hereto.

9. Construction. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

Each of the parties has signed this Agreement as of the day and year first above written.

GRANTORS:

GANTT TRUCKING, LLC
INTERIDE TRANSPORT LC
SUNCO HOLDINGS, LLC
KJM CAPITAL TRANSPORTATION FUND, LLC

By: 

Name: Kenneth J. Meister

Title: Manager

Signature Page to Trademark Security Agreement

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Mark	Application No.	Registration No.	Registration Date	Grantor
	77567063	3605939	April 14, 2009	Sunco Holdings
THE CLIMATE ASSURED CARRIER	77567032	3605937	April 14, 2009	Sunco Holdings
	75472361	2282925	April 22, 1998	Sunco Holdings
COLD CARRIERS	87276709	5282958	December 21, 2016	Parent

Trade Names

Trade Name	Grantor
Charles Gantt Trucking, Inc.	Gantt Trucking
Interide Transport LC	Interide

Trademark Licenses

Trademark License	Licensee
Watkins Refrigerated	Sunco Holdings