

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GWTM, LLC		05/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3428304	GREATWIDE	
Registration Number:	3396174	GREATWIDE AMERICAN TRANS FREIGHT	
Registration Number:	3393168	GREATWIDE CHEETAH TRANSPORTATION	
Registration Number:	3393167	GREATWIDE DALLAS MAVIS	
Registration Number:	3399737	GREATWIDE DEDICATED TRANSPORT	
Registration Number:	3410611	GREATWIDE DISTRIBUTION LOGISTICS	
Registration Number:	3393109	GREATWIDE LOGISTICS SERVICES	
Registration Number:	3890239	GREATWIDE MANAGED TRANSPORTATION SERVICE	
Registration Number:	3893541	GREATWIDE MANAGED TRANSPORTATION SERVICE	
Registration Number:	3410612	GREATWIDE TRUCKLOAD MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		

OP \$265.00 3428304

ATTORNEY DOCKET NUMBER:	057121-0184
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	05/30/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) dated May 30, 2018, is made by each Person listed on the signature pages hereof (collectively, the “Grantors”) in favor of Antares Capital LP (“Antares Capital”), as Collateral Agent (as defined below) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to the Term Loan Credit Agreement, dated as of May 30, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among ENC ACQUIROR CORPORATION, a Delaware corporation (“Holdings”), ENC HOLDING CORPORATION, a Delaware corporation (the “Borrower”), each Lender party thereto from time to time and Antares Capital, as Administrative Agent for the Lenders and Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Collateral Agent”).

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Security Agreement dated May 30, 2018, made by the Grantors and the other grantors party thereto to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations when due (whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment or otherwise in accordance with any Loan Document), each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest (collectively, the “Trademark Collateral”): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs the goodwill of the business symbolized by any of the foregoing or associated therewith, all

registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or political subdivision thereof, and all extensions or renewals thereof including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to such Grantor's use of any trademarks, (C) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world, (f) all rights to sue for past, present and future infringements or dilutions thereof, and (g) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; provided that, Trademark Collateral shall not include and in no event shall any security interest be granted in or attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations when due (whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment or otherwise in accordance with any Loan Document).

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

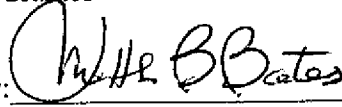
SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

EVANS DELIVERY COMPANY, INC.,
as Grantor

By: 

Name: Matthew B. Bates

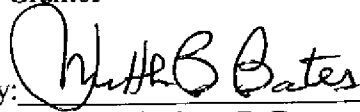
Title: Chief Executive Officer

[SIGNATURE PAGE TO TERM LOAN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006338 FRAME: 0629

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

E.F. CORPORATION,
as Grantor

By: 
Name: Matthew B. Bates
Title: Chief Executive Officer and
President

[SIGNATURE PAGE TO TERM LOAN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006338 FRAME: 0630

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

GWTM, LLC,
as Grantor

By: 

Name: Brian Frey



Title: Chief Financial Officer and
Treasurer

[SIGNATURE PAGE TO TERM LOAN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006338 FRAME: 0631

SCHEDULE A

UNITED STATES TRADEMARKS

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
	35, 39	86376730 26-AUG-2014	4726896 28-APR-2015	Evans Delivery Company, Inc.
POLARIS INTERMODAL	35, 39	86376734 26-AUG-2014	4726897 28-APR-2015	Evans Delivery Company, Inc.
	39	74561643 16-AUG-1994	1957234 20-FEB-1996	E.F. Corporation d/b/a West Motor Freight of PA
PACKARD	39	75088515 15-APR-1996	2039071 18-FEB-1997	E.F. Corporation d/b/a West Motor Freight of PA
GREATWIDE	35, 39	78730223 10-OCT-2005	3428304 13-MAY-2008	GWTM, LLC
GREATWIDE AMERICAN TRANS FREIGHT	39	78800403 26-JAN-2006	3396174 11-MAR-2008	GWTM, LLC
GREATWIDE CHEETAH TRANSPORTATION	39	78800399 26-JAN-2006	3393168 04-MAR-2008	GWTM, LLC
GREATWIDE DALLAS MAVIS	39	78800390 26-JAN-2006	3393167 04-MAR-2008	GWTM, LLC
GREATWIDE DEDICATED TRANSPORT	35, 39	78776497 19-DEC-2005	3399737 18-MAR-2008	GWTM, LLC
GREATWIDE DISTRIBUTION LOGISTICS	35	78776484 19-DEC-2005	3410611 08-APR-2008	GWTM, LLC
GREATWIDE LOGISTICS SERVICES	35, 39	78776494 19-DEC-2005	3393109 04-MAR-2008	GWTM, LLC
GREATWIDE MANAGED TRANSPORTATION SERVICES	39	85030822 05-MAY-2010	3890239 14-DEC-2010	GWTM, LLC
GREATWIDE MANAGED TRANSPORTATION SERVICES	35	85029766 04-MAY-2010	3893541 21-DEC-2010	GWTM, LLC
GREATWIDE TRUCKLOAD MANAGEMENT	35, 39	78776501 19-DEC-2005	3410612 08-APR-2008	GWTM, LLC