

900459195 07/20/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM482804

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JSI Logistics. LLC		07/19/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors. LLC		
Street Address:	311 S. Wacker Dr.		
Internal Address:	Ste 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2787016	JSI	
Registration Number:	4530215	JSI LOGISTICS	
Registration Number:	4096408	JSI	
Registration Number:	2820214	JSI	
Registration Number:	2787015	JSI SHIPPING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018755		
Email:	ccronin@mayerbrown.com		
Correspondent Name:	Courtney Cronin		
Address Line 1:	71 s wacker		
Address Line 4:	Chicago. ILLINOIS 60606		
NAME OF SUBMITTER:	Courtney E. Cronin		
SIGNATURE:	/Courtney Cronin/		
DATE SIGNED:	07/20/2018		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of July 19, 2018, by each of the entities listed on the signature pages hereto (individually and collectively, the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, the Grantor, Grantee, Lenders and certain other Persons are parties to a certain Amended and Restated Credit Agreement dated as of July 19, 2018 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), providing for extensions of credit to be made to certain of the Grantor, by the Lenders; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Guaranty and Collateral Agreement dated as of July 19, 2018, among the Grantor and Grantee and certain other Persons party thereto (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of such Grantor including a security interest in all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure the Obligations (as defined in the Credit Agreement).

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark.

3. Miscellaneous. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or any Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Grantee and Lenders and their respective successors and assigns. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

JSI LOGISTICS, LLC, a Delaware limited liability company

By: 

Name: Michael B. Hodge

Title: Authorized Officer

Agreed and accepted
as of the date first written above



**MONROE CAPITAL MANAGEMENT ADVISORS
LLC, administrative agent and as Grantee**

By: 

Name: Jeffrey Cupples

Title: Managing Director

SCHEDULE 1

<u>Grantor</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Date of Registration</u>	<u>Reg. No.</u>
J.S. Logistics, LLC		76256766	11/25/03	2787016
J.S. Logistics, LLC	JSI LOGISTICS	85659534	5/13/14	4530215
J.S. Logistics, LLC	JSI	76703021	2/7/12	4096408
J.S. Logistics, LLC		76271063	3/2/04	2820214
J.S. Logistics, LLC	JSI SHIPPING	76256765	11/25/03	2787015