

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Protrans International, Inc.		05/23/2018	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A.		
Street Address:	135 N. Pennsylvania Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2544779	PROTRANS	
Registration Number:	2554659	DEFINING SUPPLY CHAIN MANAGEMENT	
Registration Number:	2207108	PROTRANS INTERNATIONAL, INC.	
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:	3172371029		
Email:	Abe.Shanehsaz@FaegreBD.com		
Correspondent Name:	Abe Jentry Shanehsaz		
Address Line 1:	300 N. Meridian Street, Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	980738.27		
NAME OF SUBMITTER:	Abe Jentry Shanehsaz		
SIGNATURE:	/Abe J. Shanehsaz/		
DATE SIGNED:	05/29/2018		
Total Attachments: 4			
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OP \$90.00 2544779

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of May 23, 2018, by PROTRANS INTERNATIONAL, INC., an Indiana corporation (“**Grantor**”), in favor of BMO HARRIS BANK, N.A., in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantor, Protrans Holdings, Inc., TOC Logistics International, Inc. and Millennial Transport Services, Inc. have entered into a Pledge and Security Agreement, dated as of even date herewith (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral 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.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

PROTRANS INTERNATIONAL, INC.

By: 
Name: Lisa Doerner
Title: CEO

ACKNOWLEDGED AND AGREED:

BMO HARRIS BANK N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

PROTRANS INTERNATIONAL, INC.

By: Sarah Yates
Name: Sarah Yates
Title: Vice President

ACKNOWLEDGED AND AGREED:

BMO HARRIS BANK N.A.

By: Sarah Yates
Name: Sarah Yates
Title: Vice President

SCHEDULE A TO GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations and Applications

Trademark	Registration Date	Registration Number
PROTRANS	March 4, 2002	2544779
DEFINING SUPPLY CHAIN MANAGEMENT	April 2, 2002	2554659
PROTRANS INTERNATIONAL, INC.	December 1, 1998	2207108