

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rock-it Cargo USA LLC		07/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Collateral Agent		
Street Address:	300 S. Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1681267	AIR AND SEA ROCK-IT CARGO	
Registration Number:	2401198	ROCK-IT AIR CHARTER	
Registration Number:	1687916	ROCK-IT CARGO	
Registration Number:	4729991	AIR LAND SEA ROCK-IT CARGO	
Registration Number:	4522746	CARGOSCIENCE	
Registration Number:	4206332	CARGOLIVE	
Registration Number:	4522747	CARGOSCIENCE	
Registration Number:	4522749	CARGOSCIENCE	
Registration Number:	4320823	COSDEL	
Registration Number:	4469777	COSDEL	
Registration Number:	4469987	COSDEL INTERNATIONAL	
Registration Number:	4469986	COSDEL INTERNATIONAL TRANSPORTATION	
Registration Number:	4522750	CS	
Registration Number:	4522751	C	
Registration Number:	3974992	DIETL INTERNATIONAL	
Registration Number:	1587915	ROCK-IT CARGO	
Registration Number:	1587918	ROCK-IT CARGO AIR AND SEA	
Registration Number:	3842259	SOUND MOVES	
Registration Number:	3949103	SOUND MOVES	
TRADEMARK			

OP \$490.00 1681267

CORRESPONDENCE DATA**Fax Number:** 7044448857*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:** 7043432000**Email:** twitcher@mcguirewoods.com**Correspondent Name:** Terry L. Witcher, Paralegal**Address Line 1:** McGuireWoods LLP**Address Line 2:** 201 N. Tryon Street, Suite 3000**Address Line 4:** Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher, Paralegal
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SIGNATURE:	/s/ Terry L. Witcher
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DATE SIGNED:	07/31/2018
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of July 31, 2018, by and among the Grantor listed on the signature pages hereof (the "Grantor"), in favor of BARINGS FINANCE LLC, in its capacity as Collateral Agent for the Lenders party to the Credit Agreement (in each case as defined below) (together with its successors and assigns, "Grantee"):

W I T N E S S E T H:

WHEREAS, pursuant to the terms of (i) that certain Credit and Guaranty Agreement, dated as of even date herewith (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Rock-It Cargo USA Holdings LLC, a Delaware limited liability company (the "US Borrower"), RICH Forwarding Holdings Limited, a company incorporated in England and Wales (the "UK Borrower"; together with the US Borrower, the "Borrowers"), ATL RIC Inter-Holdings LP, a Cayman Islands exempted limited partnership with registered number 97237 acting through its general partner, ATL RIC GP Ltd., (the "GP") an exempted company incorporated in the Cayman Islands with registered number 338572 ("Holdings"), the other guarantors from time to time party thereto, the Lenders from time to time party thereto and Grantee, as Administrative Agent and Collateral Agent, and (ii) certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, among other things, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office (the "USPTO") or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (b) all renewals thereof ((a) and (b), collectively, "Trademarks"), and (c) all royalties, fees, income, payments and other proceeds thereof, to secure the payment of all of the Obligations owing under 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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents 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 Credit Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms

its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in 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 and hereafter created, acquired or arising:

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

(ii) all royalties, fees, income, payments and other proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Grantor of the Compliance Certificate required to be delivered by Grantor under Section 4.1 of the Credit Agreement in connection with the financial statements of Grantor and its affiliates, Grantor shall (i) provide Grantee a listing of any new registered Trademark (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, "New Trademarks") acquired during the fiscal quarter corresponding to such financial statement and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the USPTO.

4. Representations and Warranties. As of the date of this Agreement, Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all registered Trademarks and trademark applications pending with the USPTO, owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of New York from time to time.

6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

7. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

(Signature Pages Follow)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

ROCK-IT CARGO USA LLC

By: 

Name: David C. Bernstein

Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

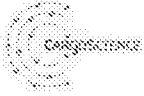



GRANTEE:

BARINGS FINANCE LLC, as Collateral Agent

By:  _____

Schedule 1

#	Trademark	Country	Reg. No.	Owner
1.	AIR AND SEA ROCK-IT CARGO 	U.S. Federal	1681267	ROCK-IT CARGO USA LLC
2.	ROCK-IT AIR CHARTER	U.S. Federal	2401198	ROCK-IT CARGO USA LLC
3.	ROCK-IT CARGO	U.S. Federal	1687916	ROCK-IT CARGO USA LLC
4.	AIR LAND SEA ROCK-IT CARGO 	U.S. Federal	4729991	ROCK-IT CARGO USA LLC
5.	C CARGOSCIENCE 	U.S. Federal	4522746	ROCK-IT CARGO USA LLC
6.	CARGOLIVE	U.S. Federal	4206332	ROCK-IT CARGO USA LLC
7.	CARGOSCIENCE 	U.S. Federal	4522747	ROCK-IT CARGO USA LLC

#	Trademark	Country	Reg. No.	Owner
8.	CARGOSCIENCE 	U.S. Federal	4522749	ROCK-IT CARGO USA LLC
9.	COSDEL	U.S. Federal	4320823	ROCK-IT CARGO USA LLC
10.	COSDEL 	U.S. Federal	4469777	ROCK-IT CARGO USA LLC
11.	COSDEL INTERNATIONAL	U.S. Federal	4469987	ROCK-IT CARGO USA LLC
12.	COSDEL INTERNATIONAL TRANSPORTATION	U.S. Federal	4469986	ROCK-IT CARGO USA LLC
13.	CS 	U.S. Federal	4522750	ROCK-IT CARGO USA LLC
14.	Design Only 	U.S. Federal	4522751	ROCK-IT CARGO USA LLC

#	Trademark	Country	Reg. No.	Owner
15.	DIETL INTERNATIONAL	U.S. Federal	3974992	ROCK-IT CARGO USA LLC
16.	ROCK-IT CARGO	U.S. Federal	1587915	ROCK-IT CARGO USA LLC
17.	ROCK-IT CARGO AIR AND SEA 	U.S. Federal	1587918	ROCK-IT CARGO USA LLC
18.	SOUND MOVES	U.S. Federal	3842259	ROCK-IT CARGO USA LLC
19.	SOUND MOVES	U.S. Federal	3949103	ROCK-IT CARGO USA LLC