

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM478828

|   |                                     |                       |                       |
|---|-------------------------------------|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                   |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |                                     |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b>    |
| Transforce, Inc.  |                                     | 07/02/2015            | Corporation: DELAWARE |
| US Transforce, Inc.   |                                     | 07/02/2015            | Corporation: DELAWARE |
| Logistics Services Co.  |                                     | 07/02/2015            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                     |                       |                       |
| <b>Name:</b>  | TFI Subdebt, LLC                    |                       |                       |
| <b>Street Address:</b>  | 1270 Avenue of the Americas         |                       |                       |
| <b>Internal Address:</b>  | Suite 2200                          |                       |                       |
| <b>City:</b>  | New York                            |                       |                       |
| <b>State/Country:</b>   | NEW YORK                            |                       |                       |
| <b>Postal Code:</b>   | 10020                               |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE |                       |                       |
| <b>PROPERTY NUMBERS Total: 4</b>  |                                     |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 2619181                             | BEST DRIVERS          |                       |
| <b>Registration Number:</b>   | 2439099                             | TRANSFORCE            |                       |
| <b>Registration Number:</b>   | 2515035                             | TRANSFORCE            |                       |
| <b>Registration Number:</b>   | 2488218                             | U.S. TRANSFORCE       |                       |
| <b>CORRESPONDENCE DATA</b>  |                                     |                       |                       |
| <b>Fax Number:</b>  |                                     |                       |                       |
| <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> |                                     |                       |                       |
| <b>Email:</b>   | stokesb@gtlaw.com                   |                       |                       |
| <b>Correspondent Name:</b>  | Bethany Stokes                      |                       |                       |
| <b>Address Line 1:</b>  | Greenberg Traurig LLP               |                       |                       |
| <b>Address Line 2:</b>  | One International Place Suite 2000  |                       |                       |
| <b>Address Line 4:</b>  | Boston, MASSACHUSETTS 02110         |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 174863.010700                       |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Bethany Stokes                      |                       |                       |
| <b>SIGNATURE:</b>   | /Bethany Stokes/                    |                       |                       |

CH \$115.00 2619181

|   |            |
|---|------------|
| <b>DATE SIGNED:</b>   | 06/21/2018 |
| <b>Total Attachments: 6</b><br>source=Intellectual Property Collateral Agreement AR Subordina#page1.tif<br>source=Intellectual Property Collateral Agreement AR Subordina#page2.tif<br>source=Intellectual Property Collateral Agreement AR Subordina#page3.tif<br>source=Intellectual Property Collateral Agreement AR Subordina#page4.tif<br>source=Intellectual Property Collateral Agreement AR Subordina#page5.tif<br>source=Intellectual Property Collateral Agreement AR Subordina#page6.tif |            |

## **INTELLECTUAL PROPERTY COLLATERAL AGREEMENT**

This INTELLECTUAL PROPERTY COLLATERAL AGREEMENT dated as of July 2, 2015 (“Agreement”), is delivered by TRANSFORCE, INC., a Delaware corporation (the “Grantor”) to TFI SUBDEBT, LLC (the “Collateral Agent”), as agent for itself and the other Secured Parties (as that term is defined in the Note Purchase Agreement).

### **W I T N E S S E T H:**

WHEREAS pursuant to the terms of that certain Subordinated Secured Note Purchase Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among the Issuer, the Parent, the Purchasers and the Collateral Agent, the Purchasers have agreed to purchase the subordinated secured notes of the Issuer upon the terms and subject to the conditions set forth therein;

WHEREAS Grantor entered into that certain Security Agreement in order to induce the Purchasers to enter into, and extend credit to the Issuer under the Note Purchase Agreement and to secure their obligations as set forth in the Note Purchase Agreement, Grantor has granted to the Purchasers a security interest and continuing lien on its right, title and interest in, to and under certain Collateral (as that term is defined in the Security Agreement) as set forth in the Security Agreement; and

WHEREAS pursuant to the Note Purchase Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Note Purchase Agreement or Security Agreement, as applicable.

2. Grant of Security Interest in Collateral. The Grantor hereby grants to the Collateral Agent a security interest in all of its right, title and interest in, to and under following Collateral: the trademark registrations and trademarks applications listed in Schedule A and all goodwill of the business connected therewith (the “Trademark Collateral”), whether now owned or hereafter acquired, including all renewals and extensions of any of the foregoing; and all income, royalties, proceeds and liabilities, at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future, as applicable, infringement, misappropriation, dilution, violation, or other impairment thereof, as collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all obligations set forth in the Security Agreement.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and no security interest shall be granted or attach hereunder with respect to, any “intent-to-use” application for registration of a trademark or service mark filed in the United States Patent and

Trademark Office on the basis of the Grantor's intent to use any such mark pursuant to U.S.C. § 1051 Section 1(b), unless and until such time as 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 is filed, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability or void of any such application (or registration that issues therefrom) under applicable federal law.

3. Rights. Grantor does hereby acknowledge and affirm the rights and remedies of the Collateral Agent with respect to the grant of and security interest in, lien on and pledge to the Collateral made hereby. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. This Agreement shall terminate and the Lien on and security interest in the Collateral granted hereby shall be released upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations so long as no claim or demand for indemnification then exists or has been made) and termination of the Commitments. Upon the termination of this Agreement, the Collateral Agent shall execute all documents reasonably requested by the Grantor to evidence the release of the Lien on and security interests in the Collateral granted herein in a form sufficient to record such release.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Collateral Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

7. Subordination. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THE SUBORDINATION AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURED PARTY, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.** In the event of a conflict between the terms of this Agreement and the Subordination Agreement, the Subordination Agreement shall control.

*[Signature Pages Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in the name and on behalf of the parties hereto as of the date first above written.

LOGISTICS SERVICES CO.

By: \_\_\_\_\_

Name: ~~Luis Zaldivar~~

Title: President

Effective immediately following consummation of the Merger Transaction,

TRANSFORCE, INC.

By: \_\_\_\_\_

Name: Howard Fowler

Title: Senior Vice President and Chief Financial Officer

US TRANSFORCE, INC.

By: \_\_\_\_\_

Name: Howard Fowler

Title: Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006402 FRAME: 0584**

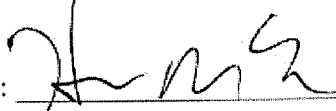
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in the name and on behalf of the parties hereto as of the date first above written.

LOGISTICS SERVICES CO.

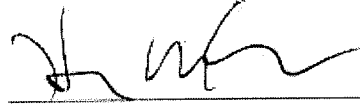
By: \_\_\_\_\_  
Name: Luis Zaldivar  
Title: President

Effective immediately following consummation of the Merger Transaction,

TRANSFORCE, INC.

By:  \_\_\_\_\_  
Name: Howard Fowler  
Title: Senior Vice President and Chief Financial Officer

US TRANSFORCE, INC.

By:  \_\_\_\_\_  
Name: Howard Fowler  
Title: Treasurer and Secretary

TFI SUBDEBT, LLC

By: 

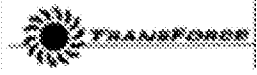
Name: Luis Zaldivar

Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006402 FRAME: 0586**

SCHEDULE A  
U.S. TRADEMARKS

| Mark  | Status                  | App. No./Reg. No. | Owner            |
|---|-------------------------|-------------------|------------------|
| BEST DRIVERS  | Registered<br>(Federal) | 2619181           | Transforce, Inc. |
| TRANSFORCE  | Registered<br>(Federal) | 2439099           | Transforce, Inc. |
| TRANSFORCE &<br>Design<br> | Registered<br>(Federal) | 2515035           | Transforce, Inc. |
| U.S. TRANSFORCE   | Registered<br>(Federal) | 2488218           | Transforce, Inc. |
| STAFF LOGIC   | Registered<br>(Alabama) | 111-299           | Transforce, Inc. |