

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hodges Trucking Company, L.L.C.		08/13/2018	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as collateral agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4198487	HODGES TRUCKING COMPANY	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F178698 TM IPSA HODGES		
NAME OF SUBMITTER:	Emily Ohannessian		
SIGNATURE:	/Emily Ohannessian/		
DATE SIGNED:	08/14/2018		
Total Attachments: 4			
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source=AmericasActive(Aveda joinder - trademark security agreement (Hodges) (Executed))#page3.tif			
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OP \$40.00 4198487

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of August 13, 2018, (this “Agreement”), by the undersigned Loan Party (as defined in the Term Loan Agreement) (the “Grantor”), in favor of Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Term Loan Pledge and Security Agreement, dated as of February 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties from time to time party thereto and the Collateral Agent. The Lenders (as defined in the Term Loan Agreement) have extended credit to the Borrower (as defined in Term Loan Agreement) subject to the terms and conditions set forth in that certain Term Loan Agreement, dated as of February 27, 2017 (as amended by Amendment No. 1 to the Term Loan Agreement, dated as of August 16, 2017, by and among Daseke, Inc., a Delaware corporation formerly known as Hennessy Capital Acquisition Corp. II (“Holdings”), the Borrower, the lenders and other financial institutions party thereto and Credit Suisse (as Administrative Agent (as defined in the Term Loan Agreement)), by the Incremental and Refinancing Amendment (Amendment No. 2) to the Term Loan Agreement, dated as of November 28, 2017, by and among Holdings, Daseke Companies, the lenders and other financial institutions party thereto and the Administrative Agent and as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Term Loan Agreement”), by and among, inter alios, Holdings, the Borrower, the Lenders from time to time party thereto and Credit Suisse, in its capacities as administrative agent and collateral agent for the Lenders. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**IP Collateral**”):

- A. all Trademarks, including the Trademark registrations and applications for registration with the United States Patent and Trademark Office listed on Schedule I hereto; and
- B. all proceeds and goodwill associated with any of the foregoing;

in each case to the extent the foregoing items constitute Collateral. For avoidance of doubt, the security interest created hereby shall not extend to, and term “Collateral” shall not include any Excluded Assets (as defined by the Term Loan Agreement) including, any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use,” “Amendment to Allege Use” or similar filing with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HODGES TRUCKING COMPANY L.L.C.

By: 

Name: Angie J. Mass

Title: Vice President and Assistant Secretary

SCHEDULE I

REGISTERED TRADEMARKS

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Record Owner</u>
US	Service mark – Hodges Trucking Company	4198487	Hodges Trucking Company, L.L.C.

TRADEMARK APPLICATIONS

None.

Schedule I

#90571584v3