

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488755

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|--|
| PILOT AIR FREIGHT LLC | | 09/05/2018 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|---------------------------|
| Name: | MIDCAP FINANCIAL TRUST |
| Street Address: | 7255 WOODMONT AVENUE |
| Internal Address: | SUITE 200 |
| City: | BETHESDA |
| State/Country: | MARYLAND |
| Postal Code: | 20814 |
| Entity Type: | STATUTORY TRUST: DELAWARE |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 5081538 | MANNA FREIGHT SYSTEMS, INC. |
| Registration Number: | 5077410 | SCHEDULEMYDELIVERY.COM |
| Registration Number: | 4759262 | MANNA DISTRIBUTION SERVICES |
| Registration Number: | 4840175 | CENTREK DISTRIBUTION SERVICES |
| Registration Number: | 4127237 | LAST MILE HOME |
| Registration Number: | 5328799 | LIFT (LOGISTICS, INVENTORY, AND FREIGHTT) |
| Registration Number: | 5264065 | CLARITY SUPPLY CHAIN VISIBILITY TOOLS |
| Registration Number: | 4754995 | VRALO |

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

CH \$215.00 5081538

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|--------------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | 11964.121 |
| NAME OF SUBMITTER: | Kimberley A. Lathrop |
| SIGNATURE: | /Kimberley A. Lathrop/ |
| DATE SIGNED: | 09/05/2018 |

Total Attachments: 5

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement") is made as of September 5, 2018 by and among PILOT AIR FREIGHT LLC, a Delaware limited liability company (the "Grantor"), in favor of MIDCAP FINANCIAL TRUST, in its capacity as Collateral Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement referenced below) (together with its successors and assigns, "Grantee");

WITNESSETH:

WHEREAS, Grantor, Grantee, and certain other parties including certain guarantors and certain financial institutions are parties to that certain Credit and Guaranty Agreement dated as of October 26, 2016 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of October 26, 2016 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to, among other things, all of Grantor's now existing and hereafter Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office (the "USPTO").

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, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. 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 the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all royalties, fees, income, payments and other proceeds of the foregoing,

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, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. As of the date of this Supplement, Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and applications for Trademarks pending with the USPTO owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT 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.

5. Counterparts. This Supplement 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 Supplement by facsimile transmission or electronic mail transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

[Signatures on Following Page]

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

GRANTOR:

PILOT AIR FREIGHT LLC,
a Delaware limited liability company

By: 

Name: Gordon Branov

Title: CEO

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

MIDCAP FINANCIAL TRUST, as
Collateral Agent

By: Apollo Capital Management, L.P.
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amselem
Title: Authorized Signatory

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED OCTOBER 26, 2016**

Trademarks

| Trademark | Jurisdiction | Serial No./ Filing Date | Registration No. /Date Registered |
|---|---------------------|------------------------------------|---|
| MFS LOGO | USA | 5081538 | MFS LOGO |
| SCHEDULEMY DELIVERY.CO M LOGO | USA | 5077410 | SCHEDULEMYDELIVERY.C OM LOGO |
| MDS LOGO | USA | 4759262 | MDS LOGO |
| CDS LOGO | USA | 4840175 | CDS LOGO |
| LMH LOGO | USA | 4127237 | LMH LOGO |
| LIFT (LOGISTICS, INVENTORY, AND FREIGHT Tracking) | USA | 5328799 | LIFT (LOGISTICS, INVENTORY, AND FREIGHT Tracking) |
| CLARITY SUPPLY CHAIN VISIBILITY TOOLS LOGO | USA | 5264065 | CLARITY SUPPLY CHAIN VISIBILITY TOOLS LOGO |
| VRALO LOGO | USA | 4754995 | VRALO LOGO |

Trademark Applications

None.