

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worldwide Express Operations, LLC		11/26/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Collateral Agent		
Street Address:	300 South Tryon Street, Suite 250		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5531148	WORLDWIDE EXPRESS	
Registration Number:	5530639	WORLDWIDE EXPRESS GLOBAL LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	34632-30560		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	11/26/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (“*IP Security Agreement Supplement*”) dated November 26, 2018, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of Barings Finance LLC (“*Barings*”), as successor to Deutsche Bank AG New York Branch (“*Deutsche*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, WWEX UNI Intermediate Holdings, LLC, a Delaware limited liability company (“*Holdings*”), SMB Shipping Logistics, LLC (f/k/a REP WWEX Acquisition Parent, LLC), a Delaware limited liability company (the “*Administrative Borrower*” and a “*Borrower*” and, together with Blocker Borrower (as defined below), collectively the “*Borrowers*”), REP WWEX Blocker, LLC, a Delaware limited liability company (“*Blocker Borrower*” and a “*Borrower*”), each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Barings, as successor to Deutsche, as administrative agent and Collateral Agent, entered into that certain Secured Second Lien Credit Agreement dated as of February 3, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders, each Grantor has executed and delivered that certain Second Lien Security Agreement dated February 3, 2017, made by the Persons listed on the signature pages thereof (collectively, the “*Grantors*”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement dated February 3, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) to the Collateral Agent for the Secured Parties.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in SECTION 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “Additional Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “*Trademarks*”);
- (iii) the copyright registrations and applications set forth in Schedule C hereto (the “*Copyrights*”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Part I of Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment and performance of all Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

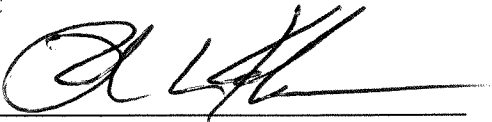
SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the

contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement Supplement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement (as defined below)), including liens and security interests granted to Antares Capital LP, as collateral agent, pursuant to or in connection with the Senior Secured First Lien Credit Agreement dated as of February 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among Holdings, the Borrowers, the lenders from time to time party thereto and Antares Capital LP, as administrative agent and collateral agent, and the other parties thereto and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions contained in the First Lien/Second Lien Intercreditor Agreement dated as of February 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “*Intercreditor Agreement*”), among Antares Capital LP, as First Lien Collateral Agent, Barings, as successor to Deutsche, as Second Lien Collateral Agent, Holdings and the Borrowers and affiliated entities party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this IP Security Agreement Supplement, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WORLDWIDE EXPRESS OPERATIONS,
LLC

By 

Name: Richard L. Kolman

Title: Vice President

Address for Notices:

Worldwide Express Operations, LLC

2323 Victory Ave., Suite 1600

Dallas, TX 75219

Signature Page to IP Security Agreement Supplement

TRADEMARK
REEL: 006488 FRAME: 0400

SCHEDULE A

Patent Registrations

1. REGISTERED PATENTS

None.

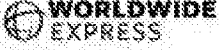

2. PATENT APPLICATIONS

None.

SCHEDULE B

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	App. No. / App. Date	Reg. No. / Reg. Date	Owner Name	Status
WORLDWIDE EXPRESS 	87338811 16-FEB-2017	5531148 31-JUL-2018	WORLDWIDE EXPRESS OPERATIONS, LLC	Registered
WORLDWIDE EXPRESS GLOBAL LOGISTICS 	86830867 24-NOV-2015	5530639 31-JUL-2018	WORLDWIDE EXPRESS OPERATIONS, LLC	Registered

2. TRADEMARK APPLICATIONS

None.

SCHEDULE C

Copyright Registrations

1. REGISTERED COPYRIGHTS

None.

2. COPYRIGHT APPLICATIONS

None.