

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Andrie LLC		12/21/2018	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3278946	A	
Registration Number:	3278919	ANDRIE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-18085		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	01/04/2019		
Total Attachments: 4			
source=Trademark Security Agreement (executed)#page1.tif			

OP \$65.00 3278946

source=Trademark Security Agreement (executed)#page2.tif
source=Trademark Security Agreement (executed)#page3.tif
source=Trademark Security Agreement (executed)#page4.tif

SECURITY AGREEMENT

(TRADEMARKS)

December 21, 2018

WHEREAS, **ANDRIE, LLC**, a Michigan limited liability company (the "Grantor"), has adopted, used and is using the trademarks listed opposite the Grantor's name on Schedule 1, annexed hereto and made a part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor is obligated to **PNC BANK, NATIONAL ASSOCIATION**, as agent for the below-defined Lenders ("Grantee"), and the other Secured Parties, as defined in the Revolving Credit and Security Agreement, dated as of the date hereof (the "Loan Agreement"), by and among **AUXO BARGE HOLDINGS II, LLC**, a Delaware limited liability company ("Holdings"), Grantor, **ANDRIE TRANSPORTATION, LLC**, a Wisconsin limited liability company ("Andrie Transportation") (Holdings, Grantor, Andrie Transportation, and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders" and each a "Lender") and Grantee, for the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to Grantee a security interest in all right, title and interest of the Grantor in and to its general intangibles, including, without limitation, the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is PNC Bank, National Association, 8210 E. Main Street, Mailstop K8-K285-01-1, Alexandria, KY 41001, Attn: Chris Tully.

THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN.

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

ANDRIE LLC,
a Michigan limited liability company

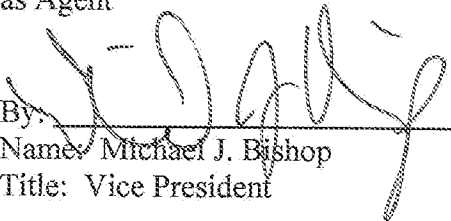
By: 
Name: Jeffrey P. Helminski
Title: Vice President

SIGNATURE PAGE TO SECURITY AGREEMENT (TRADEMARKS)

TRADEMARK
REEL: 006517 FRAME: 0249

ACCEPTED AND
ACKNOWLEDGED BY:

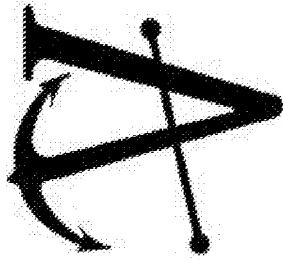
PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Michael J. Bishop
Title: Vice President

SIGNATURE PAGE TO SECURITY AGREEMENT (TRADEMARKS)

TRADEMARK
REEL: 006517 FRAME: 0250

SCHEDULE I TO SECURITY AGREEMENT

Mark Name	Owner	Country	Serial No.	Reg. No.	Reg. Date
	Andrie Inc.	U.S.	77028073	3278946	August 14, 2007
ANDRIE	Andrie Inc.	U.S.	77027666	3278919	August 14, 2007

Security Agreement (Trademarks)

Schedule I – Page 1