

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AFF, Inc.		11/30/2018	Corporation: WASHINGTON
American Fast Freight, Inc.		11/30/2018	Corporation: WASHINGTON
Caribbean Shipping Services, Inc.		11/30/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Credit Suisse, AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2561622	AMERICAN FAST FREIGHT	
Registration Number:	2928430	AMERICAN RELOCATION SERVICES	
Registration Number:	3346998	AMERICAN RELOCATION SERVICES	
Registration Number:	4200865	FASTTRAX POWERED BY AFF	
Registration Number:	2648500		
Registration Number:	4583600	AFF	
Registration Number:	4583601	AFF	
Registration Number:	4583598	HAWAIIAN OCEAN TRANSPORT	
Registration Number:	4895703	CARIBBEAN	
Serial Number:	87927702	AFF GLOBAL LOGISTICS	
Serial Number:	87927738	AFF GLOBAL LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
TRADEMARK			

CH \$290.00 2561622

Correspondent Name: Kristin Yohannan, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 28302.74601

NAME OF SUBMITTER: Kristin L. Yohannan

SIGNATURE: /s/ Kristin L. Yohannan

DATE SIGNED: 12/04/2018

Total Attachments: 5

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of November 30, 2018, between each of the signatories hereto (each a “Grantor” and collectively the “Grantors”) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Second Lien Guarantee and Collateral Agreement, dated as of October 12, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantors hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature that are a designation of origin, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” 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 would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. 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. 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.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.


SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

SECTION 6. Subject to the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement, dated October 12, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Intercreditor Agreement”), among Credit Suisse AG, Cayman Islands Branch, as agent for the holders of the First Lien Obligations (as defined therein) and Credit Suisse AG, Cayman Islands Branch, as agent for the holders of the Second Lien Obligations (as defined therein) and as acknowledged by the Grantors (as defined therein), and certain other persons party or that may become party thereto from time to time. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

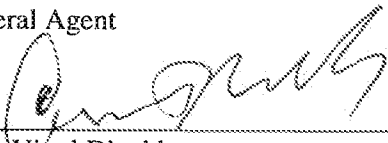
AFF, INC.
AMERICAN FAST FREIGHT, INC.
CARIBBEAN SHIPPING SERVICES, INC.,
each as Grantor

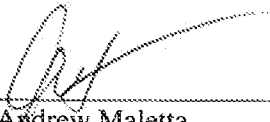
By: 
Name: Cosmo Alberico
Title: Treasurer

[Signature Page to Second Lien IP Security Agreement]



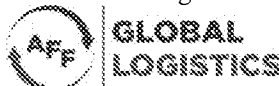
TRADEMARK
REEL: 006540 FRAME: 0717

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH
as Collateral Agent

By: 
Name: Vipul Dhadda
Title: Authorized Signatory

By: 
Name: D. Andrew Maletta
Title: Authorized Signatory

Trademarks

<u>No.</u>	<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
1.	"American Fast Freight"	76/222092	03/09/2001	2,561,622	04/16/2002	American Fast Freight, Inc.
2.	"AMERICAN RELOCATION SERVICES"	78/342230	12/17/2003	2,928,430	02/22/2005	American Fast Freight, Inc.
3.	"AMERICAN RELOCATION SERVICES"	77/088034	01/22/2007	3,346,998	12/04/2007	American Fast Freight, Inc.
4.	"FAST TRAX POWERED BY AFF" and Design	85/351898	06/21/2011	4,200,865	09/04/2012	American Fast Freight, Inc.
5.	Logo Design	76/223318	03/09/2001	2,648,500	11/12/2002	American Fast Freight, Inc.
6.	"AFF" and Design 	86142286	12/12/2013	4,583,600	8/12/2014	American Fast Freight, Inc.
7.	"AFF"	86142301	12/12/2013	4,583,601	8/12/2014	American Fast Freight, Inc.
8.	"HAWAIIAN OCEAN TRANSPORT"	86142279	12/12/2013	4,583,598	8/12/2014	American Fast Freight, Inc.
9.	"CARIBBEAN" and Design 	86682534	7/2/2015	4,895,703	2/02/2016	Caribbean Shipping Services, Inc.
10.	"AFFGL"	87927702	5/18/2018			AFF, Inc.
11.	"AFF Global Logistics" and Design 	87927738	5/18/2018			AFF, Inc.