

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508237

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Strive Logistics, LLC		01/31/2019	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Financial Trust, as Agent c/o MidCap Financial Services, LLC, as Servicer		
<b>Street Address:</b>	725 Woodmont Avenue		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5523879	SL STRIVE LOGISTICS	
<b>Registration Number:</b>	5523875	SL STRIVE LOGISTICS DELIVERING YOUR BUSI	
<b>Registration Number:</b>	3634232	DELIVERING YOUR BUSINESS	
<b>Registration Number:</b>	4471099	LOADRUNNER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152446804		
<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>			
<b>Phone:</b>	6158508068		
<b>Email:</b>	trademarkdocket@wallerlaw.com		
<b>Correspondent Name:</b>	Dustin Timblin c/o Waller Lansden Dortch		
<b>Address Line 1:</b>	511 Union Street		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>ATTORNEY DOCKET NUMBER:</b>	025987.88360		
<b>NAME OF SUBMITTER:</b>	Dustin Timblin		
<b>SIGNATURE:</b>	/Dustin Timblin/		

OP \$115.00 5523879

<b>DATE SIGNED:</b>	02/01/2019
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**Total Attachments: 5**

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## NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement") made as of January 31, 2019, by Strive Logistics, LLC, an Illinois limited liability company ("Grantor"), in favor of MidCap Financial Trust, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Amended and Restated Credit Agreement dated December 22, 2017 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Amended and Restated Guarantee and Collateral Agreement dated December 22, 2017 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, a lien on, security interest in, pledge on and right of set-off against any and all of Grantor's right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks; and

(ii) all products, royalties and proceeds of the forgoing, 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 such Trademarks.

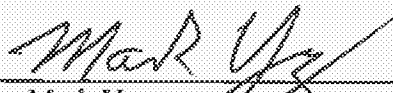
3. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement 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. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

STRIVE LOGISTICS, LLC

By:   
Name: Mark Yeager  
Title: Chief Executive Officer

[Signature Page to Notice of Grant of Security Interest in Trademark Rights]

TRADEMARK  
REEL: 006547 FRAME: 0211

Agreed and accepted  
as of the date first written above

**MIDCAP FINANCIAL TRUST,**  
as Agent

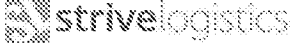
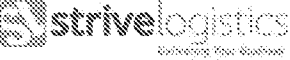
By: Apollo Capital Management, L.P.,  
its investment manager

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

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

**SCHEDULE 1**

**U.S. FEDERAL TRADEMARK REGISTRATIONS**

<b>No.</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	SL STRIVE LOGISTICS 	5,523,879	7/24/2018
2.	SL STRIVE LOGISTICS DELIVERING YOUR BUSINESS 	5,523,875	7/24/2018
3.	DELIVERING YOUR BUSINESS	3,634,232	6/9/2009
4.	LOADRUNNER	4,471,099	1/21/2014