

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The CDL Schools LLC		12/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	25 South Charles Street		
Internal Address:	12th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21201		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4530441	TROOPS INTO TRANSPORTATION	
Registration Number:	3996131	THE CDL SCHOOL	
Registration Number:	4652275	TROOPS INTO TRANSPORTATION	
Registration Number:	4591789	TROOPS INTO TRANSPORTATION THE CDL SCHOO	
CORRESPONDENCE DATA			
Fax Number:	3125693000		
<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:	3125691462		
Email:	linda.prainito@dbr.com		
Correspondent Name:	Drinker Biddle & Reath LLP		
Address Line 1:	191 North Wacker Drive, Suite 3700		
Address Line 2:	c/o Mita K. Lakhia, Esq.		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	527325		
NAME OF SUBMITTER:	Mita K. Lakhia		
SIGNATURE:	/Mita K. Lakhia/		
DATE SIGNED:	12/19/2018		

OP \$115.00 4530441

Total Attachments: 7

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INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This INTELLECTUAL PROPERTY COLLATERAL AGREEMENT dated as of December 16, 2018 (the "Agreement"), is delivered by THE CDL SCHOOLS LLC, a Delaware limited liability company (the "Grantor"), to MANUFACTURERS AND TRADERS TRUST COMPANY (the "Administrative Agent"), as agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement).

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Amended and Restated Credit Agreement, dated as of June 5, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among TransForce, Inc., a Delaware corporation (the "Borrower"), the Parent, the Lenders and the Administrative Agent, amending and restating that certain Credit Agreement, dated as of July 2, 2015, as amended (the "Original Credit Agreement"), the Lenders have agreed to extend credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the terms of the Original Credit Agreement, Borrower entered into that certain Security Agreement, dated as of July 2, 2015 (the "Security Agreement"), in order to induce the Lenders to enter into, and extend credit to the Borrower under, the Original Credit Agreement and to secure its obligations as set forth in the Original Credit Agreement;

WHEREAS, pursuant to the terms of the Credit Agreement, Borrower reaffirmed its obligations and grant of a security interest and continuing lien on its right, title and interest in, to and under certain Collateral (as that term is defined in the Security Agreement) under the Security Agreement by executing and delivering that certain Omnibus Amendment and Reaffirmation to Loan Documents Agreement, dated as of June 5, 2018;

WHEREAS, the Grantor became an Additional Grantor under the Security Agreement and, among other things, granted to the Lenders a security interest and continuing lien on its right, title and interest in, to and under certain Collateral (as that term is defined in the Security Agreement) as set forth in the Security Agreement, by executing and delivering to the Administrative Agent that certain Additional Grantor Joinder, dated as of August 10, 2018;

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver this Agreement to the Administrative Agent.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Security Agreement.
2. Grant of Security Interest in Collateral.

a. Trademarks. The Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the trademark registrations and trademarks applications listed in Schedule A and all goodwill of the business connected therewith (the "Trademark Collateral"), whether now owned or hereafter acquired, including all renewals and extensions of any of the foregoing; and all income, royalties, proceeds and liabilities, at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future, as applicable, infringement, misappropriation, dilution, violation, or other impairment thereof, as collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all obligations set forth in the Security Agreement.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and no security interest shall be granted or attach hereunder with respect to, any "intent-to-use" application for registration of a trademark or service mark filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use any such mark pursuant to U.S.C. § 1051 Section 1(b), unless and until such time as a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto is filed, solely 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 or void of any such application (or registration that issues therefrom) under applicable federal law.

b. Domain Names. The Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the domain names listed in Schedule B and all goodwill of the business connected therewith (the "Domain Name Collateral"), whether now owned or hereafter acquired; and all income, royalties, proceeds and liabilities, at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future, as applicable, infringement, misappropriation, dilution, violation, or other impairment thereof, as collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all obligations set forth in the Security Agreement.

3. Rights. Grantor does hereby acknowledge and affirm the rights and remedies of the Administrative Agent with respect to the grant of and security interest in, lien on and pledge to the Collateral made hereby. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. This Agreement shall terminate and the Lien on and security interest in the Collateral granted hereby shall be released upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations so long as no claim or demand for indemnification then exists or has been made) and termination of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall execute all documents reasonably requested by the Grantor to evidence the release of the Lien on and security interests in the Collateral granted herein in a form sufficient to record such release.

5. 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. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. 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.

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

[Signature Pages Follows]

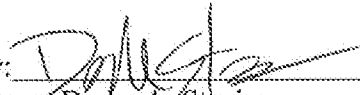
IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first written above.

THE CDL SCHOOLS LLC

By: 
Name: Howard Fowler
Title: Chief Financial Officer


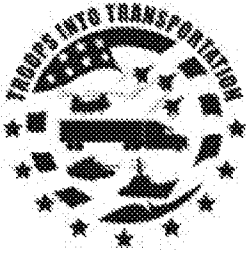
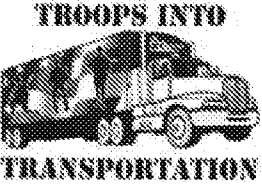
[Signature page to Intellectual Property Collateral Agreement]

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: 
Name: Drake A. Staniar
Title: Vice President

[Signature page to Intellectual Property Collateral Agreement]

**SCHEDULE A
U.S. TRADEMARKS**

Mark	Status	App. No./Reg. No.	Owner
Troops into Transportation	Registered (Federal)	4,530,441	The CDL Schools, LLC
 (The CDL School)	Registered (Federal)	3,996,131	The CDL Schools, LLC
 (Troops into Transportation)	Registered (Federal)	4,652,275	The CDL Schools, LLC
 (Troops into Transportation)	Registered (Federal)	4,591,789	The CDL Schools, LLC

**SCHEDULE B
DOMAIN NAMES**

Domain	Plan	Domain Expiration	Essentials Expiration
cdlprogram.com	Domain	8/17/2019	
cdlrdg.biz	Domain	6/20/2019	
cdlrdg.com	Domain + Essentials	6/21/2019	6/21/2019
cdlrdg.net	Domain	6/21/2019	
cdlrdg.org	Domain	6/21/2019	
cdlrdg.us	Domain	6/20/2019	
cdlschoolonline.biz	Domain	1/22/2019	
cdlschoolonline.com	Domain	1/22/2021	
cdlschoolonline.info	Domain	1/22/2019	
cdlschoolonline.net	Domain	1/22/2021	
cdlschoolonline.org	Domain	1/22/2019	
cdlschoolonline.us	Domain	1/22/2019	
troops2transport.com	Domain + Essentials	1/10/2021	1/10/2021
troops2transportation.biz	Domain	1/9/2019	
troops2transportation.com	Domain + Essentials	1/10/2021	1/10/2021
troops2transportation.net	Domain	1/10/2019	
troops2transportation.org	Domain	1/10/2019	
troops2transportation.us	Domain	1/9/2019	
troops2trucks.biz	Domain	1/9/2019	
troops2trucks.com	Domain	1/10/2021	
troops2trucks.net	Domain	1/10/2019	
troops2trucks.org	Domain	1/10/2019	
troops2trucks.us	Domain	1/9/2019	
troopsintotransportation.com	Domain	8/17/2019	
troopsintrucking.com	Domain	8/17/2019	
cdlschool.com	Domain	12/14/2021	
cdlschool.net	Domain	7/24/2019	

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