

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MidCap Funding X Trust (as successor to MidCap Financial Trust)		03/11/2019	statutory trust: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Funding IV Trust, successor agent		
Street Address:	7255 Woodmont Avenue, Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	statutory trust: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4760848	FARREN INTERNATIONAL TOTAL LOGISTICS SOL	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	BoxIP@hoganlovells.com, valerie.brennan@hoganlovells.com		
Correspondent Name:	Valerie Brennan		
Address Line 1:	Attn: Box Intellectual Property		
Address Line 2:	7930 Jones Branch Drive, 9th FL		
Address Line 4:	McLean, VIRGINIA 22102		
NAME OF SUBMITTER:	Valerie Brennan of Hogan Lovells US LLP		
SIGNATURE:	/vb/		
DATE SIGNED:	03/13/2019		
Total Attachments: 14			
source=EZE _ IPSA Assignment#page1.tif			
source=EZE _ IPSA Assignment#page2.tif			
source=EZE _ IPSA Assignment#page3.tif			
source=EZE _ IPSA Assignment#page4.tif			

CH \$40.00 4760848

source=EZE assignment-tm-5853-0674#page1.tif
source=EZE assignment-tm-5853-0674#page2.tif
source=EZE assignment-tm-5853-0674#page3.tif
source=EZE assignment-tm-5853-0674#page4.tif
source=EZE assignment-tm-5853-0674#page5.tif
source=EZE assignment-tm-5853-0674#page6.tif
source=EZE assignment-tm-5853-0674#page7.tif
source=EZE assignment-tm-5853-0674#page8.tif
source=EZE assignment-tm-5853-0674#page9.tif
source=EZE assignment-tm-5853-0674#page10.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of March 11, 2019, is by **MIDCAP FUNDING X TRUST** (individually, “**MFX**”), acting in its capacity as the current and resigning agent (as successor by assignment from MidCap Financial Trust, and in such capacity, the “**Retiring Agent**”) and **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust (individually, “**MFIV**”), acting in its capacity as the successor agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, Farren International LLC, as “Grantor” and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”); and

WHEREAS, pursuant to that certain Master Assignment and Assumption Agreement by and among MFX, as the Retiring Agent, and MFIV, as Successor Agent, Retiring Agent has assigned, and Successor Agent assumed, all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

MIDCAP FUNDING X TRUST

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

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

By: 

Name: Maurice Amsellem

Its: Authorized Signatory

SUCCESSOR AGENT:

MIDCAP FUNDING IV TRUST

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

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

By: 

Name: Maurice Amsellem

Its: Authorized Signatory

EXHIBIT A

Intellectual Property Security Agreement dated as of June 30, 2016 and filed with the United States Patent and Trademark Office on August 11, 2016 at Reel 5853, Frame 0674.

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FARREN INTERNATIONAL LLC		06/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, as agent		
Street Address:	c/o MidCap Financial Services, LLC, as servicer		
Internal Address:	7255 Woodmont Avenue, Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4760848	FARREN INTERNATIONAL TOTAL LOGISTICS SOL	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
NAME OF SUBMITTER:	Valerie Brennan		
SIGNATURE:	/vb/		
DATE SIGNED:	08/11/2016		
Total Attachments: 8			
source=Midcap _ EZE Trucking _ IP Security Agreement (2)#page1.tif			
source=Midcap _ EZE Trucking _ IP Security Agreement (2)#page2.tif			
source=Midcap _ EZE Trucking _ IP Security Agreement (2)#page3.tif			

OP \$40.00 4760848

source=Midcap _ EZE Trucking _ IP Security Agreement (2)#page4.tif
source=Midcap _ EZE Trucking _ IP Security Agreement (2)#page5.tif
source=Midcap _ EZE Trucking _ IP Security Agreement (2)#page6.tif
source=Midcap _ EZE Trucking _ IP Security Agreement (2)#page7.tif
source=Midcap _ EZE Trucking _ IP Security Agreement (2)#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of the 30th day of June, 2016 by and between **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (together with its successors and permitted assigns, “**Agent**”), **EZE TRUCKING HOLDINGS, INC.**, a Delaware corporation, **EZE TRUCKING, LLC**, a Delaware limited liability company, **EZE LEASING, LLC**, a California limited liability company, **EZE EQUIPMENT, LLC**, a Delaware limited liability company, **EZE LOGISTICS, LLC**, a Delaware limited liability company, **PATTERSON MOTOR FREIGHT, INC.**, a California corporation, **RIG RUNNERS, INC.**, a Texas corporation, **FARREN INTERNATIONAL LLC**, a Delaware limited liability company, **H.W. FARREN, LLC**, a Delaware limited liability company, **NORTHERN TRUCKING & LOGISTICS, LLC**, a Delaware limited liability company, **FASTWAY, LLC**, a Delaware limited liability company, and **FNF LEASING, LLC**, a Delaware limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations (the “**Credit Extensions**”) to the Grantors in the amounts and manner set forth in that certain Revolving Loan Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the “**Credit Agreement**”), by and among Agent, the Lenders and the Grantors. The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the “**Security Agreement**”; capitalized terms used but not otherwise defined herein are used as defined in the Security Agreement), by and among the Grantors and Agent, each Grantor has granted to Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, pursuant to the Security Agreement, each Grantor hereby grants and pledges to Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under certain of its Intellectual Property, including, without limitation, the following (but excluding Intellectual Property constituting Excluded Property in the manner and to the extent set forth in the Security Agreement):

- (a) Any and all Copyrights and Copyright Licenses, including without limitation those set forth on Exhibit A attached hereto;
- (b) Any and all Trade Secrets and Trade Secret Licenses;

(c) All Patents and Patent Licenses, including without limitation the Patents and Patent Licenses set forth on Exhibit B attached hereto;

(d) All Trademarks and Trademark Licenses, including without limitation those set forth on Exhibit C attached hereto.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Security Agreement and the other Financing Documents (as defined in the Credit Agreement), and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement, the Security Agreement or any of the Financing Documents (as defined in the Credit Agreement), or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement, the Security Agreement or any of the other Financing Documents (as defined in the Credit Agreement), or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

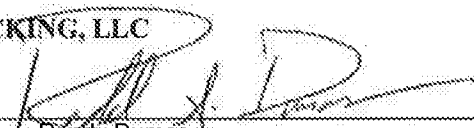
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

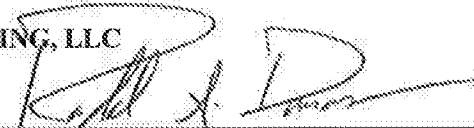
EZE TRUCKING HOLDINGS, INC.

By: 
Name: Randy Dumas
Title: CFO

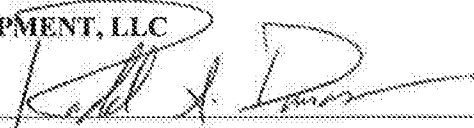
EZE TRUCKING, LLC

By: 
Name: Randy Dumas
Title: CFO


EZE LEASING, LLC

By: 
Name: Randy Dumas
Title: CFO


EZE EQUIPMENT, LLC

By: 
Name: Randy Dumas
Title: CFO


EZE LOGISTICS, LLC

By: 
Name: Randy Dumas
Title: CFO

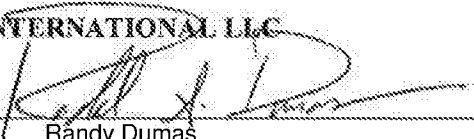
PATTERSON MOTOR FREIGHT, INC.

By: 
Name: Randy Dumas
Title: CFO

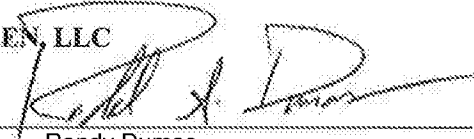
RIG RUNNERS, INC.

By: 
Name: Randy Dumas
Title: CFO

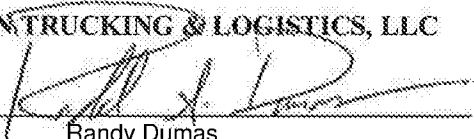
FARREN INTERNATIONAL LLC

By: 
Name: Randy Dumas
Title: CFO


H.W. FARREN, LLC

By: 
Name: Randy Dumas
Title: CFO

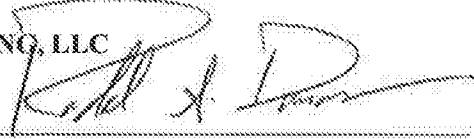
NORTHERN TRUCKING & LOGISTICS, LLC

By: 
Name: Randy Dumas
Title: CFO

FASTWAY, LLC

By: 
Name: Randy Dumas
Title: CFO

FNF LEASING, LLC

By: 
Name: Randy Dumas
Title: CFO

Address:
c/o EZE Trucking Holdings, Inc.
519 N. Sam Houston Parkway E., Suite 600
Houston, TX 77060
Attn: Randy Dumas
Facsimile:
E-mail: rdumas@ezetrucking.com

AGENT:

MIDCAP FINANCIAL TRUST

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

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

By: 

Name: Maurice Amselem

Title: Authorized Signatory

Address:

Midcap Financial Trust
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Account Manager for EZE Trucking transaction
Facsimile: 301-941-1450
E-mail: notices@midcapfinancial.com

with a copy to:

Midcap Financial Trust
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: General Counsel
Facsimile: 301-941-1450
E-mail: legalnotices@midcapfinancial.com

EXHIBIT A

Copyrights

None.

A-1

EXHIBIT B

Patents

None.

B-1

EXHIBIT C

Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Description</u>	<u>Application Number</u>	<u>Filing Date / Status</u>
Farren International LLC	Farren International Total Logistics Solutions	The mark consists of a black globe tilted on an axis, having lines of latitude and longitude in light gray, further having raised land masses in yellow, and further having a raised light gray arrow having nonhomogeneous width depicted around the globe with pointers at each end wherein the phrase "FARREN INTERNATIONAL" in black is depicted on the westward arrow and the phrase "TOTAL LOGISTICS SOLUTIONS" in black is depicted on the eastward arrow.	USPTO Registration No. 4760848	Registration Date: 6/23/2015