

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Internet Truckstop LLC		04/02/2019	Limited Liability Company: DELAWARE
Grizella, LLC		04/02/2019	Limited Liability Company: IDAHO
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC		
Street Address:	100 South Wacker Drive, 18th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5018532	LOADPAY	
Registration Number:	4905982		
Registration Number:	4399220	CACCI	
Registration Number:	3261177	RATEMATE	
Registration Number:	3188155	FUELDESK	
Registration Number:	2928977	CREDITSTOP	
Registration Number:	2979281	NOWLOADS	
Registration Number:	2973818	NOWTRUCKS	
Registration Number:	2754415	MULDOK	
Registration Number:	2792797	PASTWATCH	
Registration Number:	2730616	PINTAC	
Registration Number:	2498188	THE INTERNET TRUCKSTOP	
Registration Number:	3805656	POSTEVERYWHERE	
Registration Number:	3805657	POST EVERYWHERE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		

CH \$365.00 5018532

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.

Phone: 212-969-3000
Email: ypan@proskauer.com
Correspondent Name: Alfred Lucia
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	38263-009
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NAME OF SUBMITTER:	Alfred Lucia
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SIGNATURE:	/Alfred Lucia/
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DATE SIGNED:	04/02/2019
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Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of April 2, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of GOLUB CAPITAL MARKETS LLC (“**Golub Capital**”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among (i) TRITON INTERMEDIATE, INC., a Delaware corporation, and, prior to the Mergers, Contribution and the Parent Assumption, as a Guarantor (“**Intermediate**”), (ii) BRP HOLD 12, INC., a Delaware corporation (“**BRP**” and, following the Corporate Merger, the Contribution and the Parent Assumption, as successor by operation of law to Merger Sub Inc. (as defined below), in its capacity as successor parent Guarantor to Intermediate pursuant to the Parent Assumption, “**Holdings**”), (iii) TRITON MERGER SUB, LLC, a Delaware limited liability company (the “**Initial Borrower**”), (iv) INTERNET TRUCKSTOP GROUP LLC, a Delaware limited liability company (the “**Company**” and, following the LLC Merger, in its capacity as successor Borrower to the Initial Borrower by operation of law, the “**Successor Borrower**”, and together with the Initial Borrower, individually and collectively as the context may require, the “**Borrower**”), (v) TRITON MERGER SUB, INC., a Delaware corporation (“**Merger Sub Inc.**”), and the Subsidiaries of Holdings from time to time party thereto as guarantors, (vi) the lenders from time to time party thereto (each a “**Lender**”, and collectively, the “**Lenders**”), and (vii) Golub Capital, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”) and as the Collateral Agent (together with the Administrative Agent collectively, the “**Agents**” and each an “**Agent**”), the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of the date hereof, in favor of the Collateral Agent (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a valid and continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

I. SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

II. SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

III. SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

IV. SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge

Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

V. SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

VI. SECTION 6. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. In addition, the provisions of Sections 7.2, 7.6, 7.7, 7.8, 7.11, 7.12 and 7.15 of the Security Pledge Agreement are incorporated herein by reference, mutatis mutandis.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


THE INTERNET TRUCKSTOP LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Paris Cole
Title: Chief Executive Officer

GRIZELLA, LLC,
an Idaho limited liability company,
as a Grantor

By: 
Name: Paris Cole
Title: Chief Executive Officer

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: 
Name: Robert G. Tuchscherer
Title: Managing Director

[Signature Page to IP Security Agreement (Trademarks)]

TRADEMARK
REEL: 006607 FRAME: 0060

SCHEDULE A

U.S. Trademark Registrations and Applications

Registered Trademarks:

Mark	Country	Image	Owner Name	Application Number	Registration Number	Status
LOADPAY	U.S.	LoadPay	The Internet Truckstop LLC	App 86466353	Reg 5018532	Registered
Design Only	U.S.		The Internet Truckstop LLC	App 86444657	Reg 4905982	Registered
CACCI	U.S.	CACCI	The Internet Truckstop LLC	App 85821346	Reg 4399220	Registered
RATEMATE	U.S.	RATEMATE	The Internet Truckstop LLC	App 78969515	Reg 3261177	Renewed
FUELDESK	U.S.	FUELDESK	The Internet Truckstop LLC	App 78609320	Reg 3188155	Renewed
CREDITSTOP	U.S.	CREDITSTOP	The Internet Truckstop LLC	App 78378917	Reg 2928977	Renewed
NOWLOADS	U.S.	N/A	The Internet Truckstop LLC	App 78303869	Reg 2979281	Renewed
NOWTRUCKS	U.S.	N/A	The Internet Truckstop LLC	App 78303872	Reg 2973818	Renewed
MULDOK	U.S.	N/A	The Internet Truckstop LLC	App 78095802	Reg 2754415	Renewed

Mark	Country	Image	Owner Name	Application Number	Registration Number	Status
PASTWATCH	U.S.	N/A	The Internet Truckstop LLC	App 78060899	Reg 2792797	Renewed
PINTAC	U.S.	N/A	The Internet Truckstop LLC	App 78051608	Reg 2730616	Renewed
UDROVE	Canada	N/A	The Internet Truckstop LLC	App 1461735	Reg TMA797311	Registered
UDROVE	Mexico	UDROVE	The Internet Truckstop LLC	App 1053372	Reg 1161032	Registered
INTERNET TRUCKSTOP	Mexico	N/A	The Internet Truckstop LLC	App 1053368	Reg 1235769	Registered
UDROVE	Mexico	UDROVE	The Internet Truckstop LLC	App 1053370	Reg 1153782	Registered
THE INTERNET TRUCKSTOP	U.S.	N/A	The Internet Truckstop LLC	App 76129796	Reg 2498188	Renewed
POSTEVERYWHE RE	U.S.	POSTEVERYWHERE	Grizella, LLC	App 77738645	Reg 3805656	Registered
POST EVERYWHERE	U.S.		Grizella, LLC	App 77738647	Reg 3805657	Registered
SAFERWATCH (trade name)	State (North Dakota)	N/A	Grizella, LLC	N/A	Reg 41278900	Registered
POSTEVERYWHE RE (trade name)	State (North Dakota)	N/A	Grizella, LLC	N/A	Reg 41267900	Registered
truckstop.com (trade name)	State (Idaho)	N/A	The Internet Truckstop LLC	N/A	Reg 537900	Registered
D&S Factors (trade name)	State (Idaho)	N/A	Internet Truckstop Payments, LLC	N/A	Reg 617233	Registered