

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Intermodal Management, LLC		04/12/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wintrust Commercial Finance, a division of Wintrust Asset Finance Inc., as Collateral Agent		
Street Address:	3201 Dallas Parkway		
Internal Address:	Suite 800		
City:	Frisco		
State/Country:	TEXAS		
Postal Code:	75034		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5259870	AIM AMERICAN INTERMODAL MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	<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>		
Email:	devin.rodriques@clarivate.com		
Correspondent Name:	Wintrust Commercial Finance		
Address Line 1:	3201 Dallas Parkway, Suite 800		
Address Line 2:	Paul Hallauer		
Address Line 4:	Frisco, TEXAS 75034		
NAME OF SUBMITTER:	Wintrust Commercial Finance		
SIGNATURE:	/Devin Rodrigues/		
DATE SIGNED:	04/17/2019		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Trademark Security Agreement”) is made on April 12, 2019, by and between the Grantor listed on the signature pages hereof (the “Grantor”), and **WINTRUST COMMERCIAL FINANCE, A DIVISION OF WINTRUST ASSET FINANCE INC.**, not in its individual capacity but solely in its capacity as the collateral agent for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Credit Agreement dated as of April 12, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among AIM Chassis LLC, a Delaware limited liability company (“AIM Chassis” or the “Borrower”), American Intermodal Management, LLC, a Delaware limited liability company (“AIM”), the other “Credit Parties” from time to time party thereto, the lenders party thereto from time to time (the “Lenders”), and Wintrust Commercial Finance, a division of Wintrust Asset Finance Inc., in its capacity as agent (in such capacity, the “Agent”) and as the Collateral Agent, the Lenders have agreed to make Loans to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, it is a condition to the making of Loans under the Credit Agreement that the Grantor shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of April 12, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby unconditionally grants, assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its U.S. registered Trademarks and Intellectual Property Licenses to which it is a party relating to a Trademark, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License relating to a Trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License relating to a Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Collateral Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain ownership rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Collateral Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration, in accordance with Section 7(g)(iv) of the Guaranty and Security Agreement. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Collateral Agent unilaterally to modify this Trademark Security Agreement by supplementing Schedule I to include any such new U.S. issued Trademark registration or application of the Grantor (other than Excluded Collateral, if applicable) under the Guaranty and Security Agreement and, after review and approval by Grantors of such modification (such review and approval not to be unreasonably withheld, conditioned or delayed), to file an updated version of this Trademark Security Agreement without additional signatures hereon with the PTO. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or supplement Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

**AMERICAN INTERMODAL
MANAGEMENT, LLC**

By: 

Name: Nathaniel Seeds

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED
BY:

COLLATERAL AGENT:

WINTRUST COMMERCIAL
FINANCE, A DIVISION OF
WINTRUST ASSET FINANCE INC.

By: Joe Gense
Name: Joe Gense
Title: Senior Vice President Credit

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006620 FRAME: 0534

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS/APPLICATIONS**

OWNER	REGISTRATION NUMBER	TRADEMARK
American Intermodal Management, LLC	5,259,870	