

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swift-Train Company, LLC		04/17/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	CIBC Bank USA, as Administrative Agent		
Street Address:	120 S. LaSalle St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87976986	GROUND CONTROL	
Serial Number:	87730430	CHASSIS	
CORRESPONDENCE DATA			
Fax Number:	3146121389		
<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:	314-444-1389		
Email:	jlanciault@lewisrice.com		
Correspondent Name:	Justine Lanciault		
Address Line 1:	600 Washington Ave., Ste. 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Justine Lanciault		
SIGNATURE:	/Justine Lanciault/		
DATE SIGNED:	04/18/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of April 17, 2019, and is by Swiff-Train Company, LLC, a Texas limited liability company ("Grantor"), in favor of CIBC Bank USA, as administrative agent for itself and the other Lenders ("Administrative Agent").

RECITALS

A. Grantor, Administrative Agent and Lenders have entered into a Credit Agreement dated as of December 22, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Administrative Agent and the Lenders have agreed to make loans to Grantor and the Issuing Lender has agreed to issue Letters of Credit on behalf of Grantor.

B. Pursuant to the terms of the Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantor has granted to Administrative Agent a continuing security interest and Lien in all of its Intellectual Property, including all Trademarks (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

C. Pursuant to the Credit Agreement and the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Guaranty and Collateral Agreement or, if not defined therein, as defined in the Credit Agreement.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following (collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1. Notwithstanding the foregoing, any trademark applications filed in the United

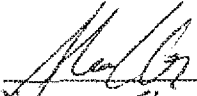
States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Administrative Agent pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Swift-Train Company, LLC,
a Texas limited liability company

By: 
Print Name: Shane Calloway
Title: President / CEO

Acknowledged:

CIBC Bank USA, as Administrative Agent

By: _____
Print Name: _____
Title: _____

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Swift-Train Company, LLC,
a Texas limited liability company

By: _____
Print Name: _____
Title: _____

Acknowledged:

CIBC Bank USA, as Administrative Agent

By: [Signature]
Print Name: Benjamin D. [unclear]
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks:

Mark	Serial No.	Registration No.	Registration Date	Country
1. Ground Control	87976986	5,455,301	04/24/2018	UNITED STATES
2. CHASSIS	87730430	5,639,492	12/25/2018	UNITED STATES

Pending Trademark Applications:

None

Trademark Licenses:

None