

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519957

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Swift-Train Company, LLC		04/17/2019	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Centerfield Capital Partners III, L.P., as Agent		
<b>Street Address:</b>	3000 Market Tower, 10 West Market Street		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46204		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87976986	GROUND CONTROL	
<b>Serial Number:</b>	87730430	CHASSIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	314-444-1389		
<b>Email:</b>	jlanciault@lewisrice.com		
<b>Correspondent Name:</b>	Justine Lanciault		
<b>Address Line 1:</b>	600 Washington Ave., Ste. 2500		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>NAME OF SUBMITTER:</b>	Justine Lanciault		
<b>SIGNATURE:</b>	/Justine Lanciault/		
<b>DATE SIGNED:</b>	04/19/2019		
<b>Total Attachments: 5</b>			
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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 Centerfield Capital Partners III, L.P. as agent for itself and the other Investors ("Agent").

### RECITALS

A. Grantor has entered into a Senior Subordinated Notes Purchase Agreement dated as of December 22, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), with Agent, CCP III-A, L.P. a Delaware limited partnership ("CCP III"), CCP III-SBIC, L.P., a Delaware limited partnership ("CCP SBIC"), and RGA Reinsurance Company, a Missouri corporation ("RGA" and together with Agent, CCP III and CCP SBIC, the "Investors"), pursuant to which Agent and the Investors have agreed to make certain loans to 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 Agent (for the benefit of all the Investors) 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 Purchase Agreement and the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to 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 Purchase Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to 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 Agent pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of 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 Purchase Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Indiana applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, MODIFIED, RESTATED OR REPLACED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") DATED AS OF DECEMBER 22, 2014 AMONG SWIFF-TRAIN HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ST INTERNATIONAL, LLC A TEXAS LIMITED LIABILITY COMPANY AND SWIFF-TRAIN COMPANY, LLC A TEXAS LIMITED LIABILITY COMPANY (TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS), CIBC BANK USA AS ADMINISTRATIVE AGENT FOR ITSELF AND THE OTHER SENIOR LENDERS AND ITS SUCCESSORS AND ASSIGNS, AND CENTERFIELD CAPITAL PARTNERS III, L.P., A DELAWARE LIMITED PARTNERSHIP, CCP III-A, L.P., A DELAWARE LIMITED PARTNERSHIP, CCP III-SBIC, L.P, A DELAWARE LIMITED PARTNERSHIP, RGA REINSURANCE COMPANY, A MISSOURI CORPORATION TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO THE "SENIOR INDEBTEDNESS" (AS DEFINED THEREIN); AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.**

*[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:

Centerfield Capital Partners III, L.P., as Agent

By: Centerfield Capital Partners III, LLC  
its General Partner

By: Centerfield Management III, Inc.,  
its manager

By: \_\_\_\_\_  
D. Scott Lutzke, President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT OF SWIFF-TRAIN COMPANY, LLC

TRADEMARK  
REEL: 006624 FRAME: 0176

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:

Centerfield Capital Partners III, L.P., as Agent

By: Centerfield Capital Partners III, LLC  
its General Partner

By: Centerfield Management III, Inc.,  
its manager

By:   
D. Scott Lutzke, President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT OF SWIFF-TRAIN COMPANY, LLC

**TRADEMARK**  
**REEL: 006624 FRAME: 0177**

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