

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Professional Drivers of Nevada, Inc.		04/29/2019	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Administrative and Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3802339	ROAD DOG DRIVERS	
Registration Number:	5054397		
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	42036.00000		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	04/30/2019		
Total Attachments: 6			
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

April 29, 2019

WHEREAS, Professional Drivers of Nevada, Inc., a Georgia corporation (herein referred to as the “Grantor”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below); and

WHEREAS, EmployBridge, LLC (formerly known as Koosharem, LLC) (the “Company”), the affiliates of Company party thereto as Borrowers (together with Company, collectively, the “Borrowers”), the other affiliates of the Company party thereto, the Lenders party thereto, Royal Bank of Canada, as U.S. Administrative Agent and U.S. Collateral Agent, and others are parties to a Credit Agreement dated as of May 16, 2014 (as amended by the First Amendment and First Incremental Amendment dated as of February 9, 2015, the Second Amendment to the Credit Agreement dated as of February 11, 2016, the Third Amendment to Credit Agreement dated as of April 15, 2016, the Fourth Amendment and Limited Waiver to Credit Agreement dated as of May 10, 2016, the Fifth Amendment to Credit Agreement dated as of June 28, 2016 and the Sixth Amendment to Credit Agreement dated as of April 18, 2018 and supplemented by Joinder No. 1 to the Credit Agreement dated as of February 9, 2015 and as amended from time to time, the “Credit Agreement”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of May 16, 2014 (as amended and/or supplemented from time to time, the “Security Agreement”) among the Specified U.S. Borrower, the other Borrowers and the Guarantors party thereto and Royal Bank of Canada, as U.S. Administrative Agent and U.S. Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”), and (ii) certain other Security Documents (including this Notice of Grant of Security Interest in Copyrights), the Grantor has secured its Obligations (the “Secured Obligations”) and guaranteed the Obligations of the Borrowers and the other Guarantors, as applicable, and secured such guarantee (the “Grantor’s Secured Guarantee”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, in order to secure all Obligations, hereby grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under

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all of the following property of such Grantor, as the case may be, whether now owned or existing or hereafter acquired or arising and regardless of where located (collectively, the "Trademark Collateral"): (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, domain names, global top level domain names, and any other source or business identifiers protected under the laws of the United States or any State thereof or any other country or political subdivision thereof, (ii) the goodwill of the business symbolized thereby or associated therewith, (iii) all registrations and applications therefor, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including those referred to in Schedule 1 hereto; and (iv) all renewals of any of the foregoing; provided, that, no security interest shall be created in, and the term "Trademark Collateral" shall not include any Excluded Assets; provided, further, that the foregoing security interests shall immediately attach to, and the Trademark Collateral shall immediately include, any such asset (or portion thereof) upon such asset (or such portion) ceasing to be an Excluded Asset. For the avoidance of doubt, no security interest shall be granted in any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement, and is expressly subject to the terms and conditions thereof. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and which shall override the terms hereof in the event of a conflict.

This Notice of Grant of Security Interest in Trademarks has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (and any successor office).

This Notice of Grant of Security Interest in Trademarks may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together constitute a single contract. Delivery of an executed counterpart of a signature page of this Notice of Grant of Security Interest in Trademarks by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Notice of Grant of Security Interest in Trademarks.

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Grantee pursuant to this Notice of Grant of Security Interest in Trademarks and the exercise of any right or remedy by the Grantee hereunder, in each case, with respect to the Trademark Collateral are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Notice of Grant of Security Interest in Trademarks with respect to the Trademark Collateral, the terms of the Intercreditor Agreement shall govern and control; provided, that, the Intercreditor Agreement shall not be construed, by its terms, to modify any security interest granted pursuant hereto.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first written above.

PROFESSIONAL DRIVERS OF
NEVADA, INC.

By: _____

Name: Chi Nguyen

Title: Chief Financial Officer

Acknowledged:

ROYAL BANK OF CANADA, as U.S.
Administrative Agent and U.S. Collateral
Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first written above.

PROFESSIONAL DRIVERS OF
NEVADA, INC.

By: _____
Name:
Title:

Acknowledged:

ROYAL BANK OF CANADA, as U.S.
Administrative Agent and U.S. Collateral
Agent

By:  _____
Name: **Rodica Dutka**
Title: **Manager, Agency**

PROFESSIONAL DRIVERS OF NEVADA, INC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
ROAD DOG DRIVERS	3,802,339	June 15, 2010
ROAD DOG DRIVERS	5,054,397	October 4, 2016

