

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Freight Handlers, LLC		05/15/2019	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	IL1-1145/54/63 P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4807117	HARD WORK. DONE RIGHT.	
Registration Number:	4488396	DELIVERING THE BEST VALUE OVER THE ROAD,	
Registration Number:	3661447	FHIQ	
Registration Number:	2058881	FHI	
Registration Number:	2058883	FHI	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049067-0270		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	05/15/2019		

CH \$140.00 4807117

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 15, 2019, (this "Agreement"), by GlobalTranz Enterprises, LLC, a Delaware limited liability company, Circle 8 Logistics, LLC, an Illinois limited liability company and Freight Handlers, LLC a Utah limited liability company (each, a "Grantor") in favor of JPMorgan Chase Bank, N.A. ("JPM"), as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of May 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of May 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), by and among, *inter alios*, Sedona Acquisition LLC, a Delaware limited liability company (to be merged with and into GlobalTranz Enterprises LLC, a Delaware limited liability company), as the Borrower, Sedona Intermediate Inc., a Delaware corporation, as Holdings, the Lenders from time to time party thereto and JPM, in its capacities as an issuing bank, the swingline lender and as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III;
- D. all exclusive Licenses under which a Grantor is an exclusive licensee of Copyrights that are registered with (or applied for in) the United States Copyright Office, including those listed on Schedule III; and
- E. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.


SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


GLOBALTRANZ ENTERPRISES, LLC
FREIGHT HANDLERS, LLC
CIRCLE 8 LOGISTICS, LLC

By: 
Name: Jeffrey Simmons
Title: Secretary

SCHEDULE I

TRADEMARKS

Registered Owner	Registration Number	Trademark
GlobalTranz Enterprises, Inc.	4867897	GLOBALTRANZ AUTHORIZED AGENT
GlobalTranz Enterprises, Inc.	4738070	GLOBALTRANZ FREIGHT DRIVEN BY TECHNOLOGY
GlobalTranz Enterprises, Inc.	4871569	POWERED BY GLOBALTRANZ
GlobalTranz Enterprises, Inc.	4843880	GLOBALTRANZ FREIGHT DRIVEN BY TECHNOLOGY 
GlobalTranz Enterprises, Inc.	4245436	GLOBALTRANZ
GlobalTranz Enterprises, Inc.	4314995	CARRIERRATE
GlobalTranz Enterprises, Inc.	3083325	GLOBALTRANZ
GlobalTranz Enterprises, Inc.	5251273	GLOBALTRANZ
GlobalTranz Enterprises, Inc.	5251224	GLOBALTRANZ STYLIZED Design 
GlobalTranz Enterprises, Inc.	5251223	GLOBALTRANZ STYLIZED Design (Blue) 
GlobalTranz Enterprises, Inc.	5255730	FREIGHT DRIVEN BY TECHNOLOGY
GlobalTranz Enterprises, Inc.	5255604	GTZNEWS
GlobalTranz Enterprises, Inc.	5410241	SHIPPERCENTER
GlobalTranz Enterprises, Inc.	5415536	COMMANDCENTER
GlobalTranz Enterprises, Inc.	4346413	AFN
GlobalTranz Enterprises, Inc.	4346415	THE BEST WAY EVERY DAY
GlobalTranz Enterprises, Inc.	5416348	PEOPLE-POWERED LOGISTICS
Circle 8 Logistics, Inc.	5530022	8 CIRCLE 8 LOGISTICS 
Circle 8 Logistics, Inc.	5523977	CIRCLE 8 LOGISTICS
Freight Handlers, Inc.	4807117	HARD WORK. DONE RIGHT.
Freight Handlers, Inc.	4488396	DELIVERING THE BEST VALUE OVER THE ROAD, ACROSS YOUR DOCK AND TO YOUR SHELVES.
Freight Handlers, Inc.	3661447	FHIQ

Registered Owner	Registration Number	Trademark
Freight Handlers, Inc.	2058881	FHI & DESIGN 
Freight Handlers, Inc.	2058883	FHI

TRADEMARK APPLICATIONS

Applicant	Application No.	Trademark
GlobalTranz Enterprises, Inc.	87/893103	GREENLOCK

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

Registered Owner	Registration Number	Copyright
GlobalTranz Enterprises, Inc.	TX0005972822	Keytrakker.
GlobalTranz Enterprises, Inc.	TX0005972820	www.keyfreight.net : freight rating & routing system
GlobalTranz Enterprises, Inc.	TX0005972821	www.keyparts.net : asset management & recovery system
GlobalTranz Enterprises, Inc.	TX0005972788	www.keyship.net : Online rating & routing system

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.

EXHIBIT A
[FORM OF]
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (this “IP Security Agreement Supplement”), by [●] ([each, a][the] “Grantor”) in favor of JPMorgan Chase Bank, N.A. (“JPM”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of May 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of May 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”), by and among, *inter alios*, Sedona Acquisition LLC, a Delaware limited liability company (to be merged with and into GlobalTranz Enterprises LLC, a Delaware limited liability company), as the Borrower, Sedona Intermediate Inc., a Delaware corporation, as Holdings, the Lenders from time to time party thereto and JPM, in its capacities as an issuing bank, the swingline lender and as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the Grantors and the Administrative Agent have entered into that certain Intellectual Property Security Agreement, dated as of May 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time). Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the [such][the] Grantor and regardless of where located (collectively, the “Additional IP Collateral”):

A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III;

D. all exclusive Licenses under which a Grantor is an exclusive licensee of Copyrights that are registered with (or applied for in) the United States Copyright Office, including those listed on Schedule III; and

E. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

[•]

By:

Name: [•]

Title: [•]

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE

EXCLUSIVE COPYRIGHT LICENSES