

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526956

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cardinal Logistics Management Corporation		06/07/2019	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent for the Lending Parties		
<b>Street Address:</b>	185 ASYLUM STREET, 35TH FLOOR		
<b>Internal Address:</b>	CityPlace 1		
<b>City:</b>	Hartford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06103		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4724506		
<b>Registration Number:</b>	4563325	CARDINAL DEDICATED DELIVERY LOGISTICS	
<b>Registration Number:</b>	4546620		
<b>Registration Number:</b>	4402820	CARDINAL HOSTED LOGISTICS	
<b>Registration Number:</b>	4350697	CARDINAL HOSTED LOGISTICS	
<b>Registration Number:</b>	4136713	DYNAMIC WORKFLOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128366337		
<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>	2128367319		
<b>Email:</b>	paul.somelofske@arnoldporter.com		
<b>Correspondent Name:</b>	Paul J. Somelofske c/o		
<b>Address Line 1:</b>	Arnold & Porter Kaye Scholer LLP		
<b>Address Line 2:</b>	250 West 55th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10019-9710		
<b>NAME OF SUBMITTER:</b>	Paul J. Somelofske		
<b>SIGNATURE:</b>	/Paul J. Somelofske/		

OP \$165.00 4724506

<b>DATE SIGNED:</b>	06/07/2019
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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**, dated as of June 7, 2019, by CARDINAL LOGISTICS MANAGEMENT CORPORATION, a North Carolina corporation (the “**Grantor**”), in favor of BANK OF AMERICA, N.A., a national banking association (“**BofA**”), as administrative agent for the Lending Parties (as defined in the Loan Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”).

**WITNESSETH:**

WHEREAS, pursuant to the Loan and Security Agreement, dated as of June 7, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among GREATWIDE LOGISTICS SERVICES, LLC, a Delaware limited liability company (“**Greatwide**”), CARDINAL LOGISTICS MANAGEMENT CORPORATION, a North Carolina corporation (“**Cardinal**”), and each of their respective direct and indirect Domestic Subsidiaries party hereto from time to time (together with Greatwide and Cardinal, collectively, “**Borrowers**”), Transportation 100, LLC, a Delaware limited liability company (“**Transportation**”), Cardinal Holdco, LLC, a Delaware limited liability company (“**Holdco**”), CLH Acquisition Corporation, a Delaware corporation (“**Buyer**”), CLH Intermediate Corporation, a Delaware corporation (“**Holdings**”), and Gallop Logistics Corporation, a Nova Scotia unlimited liability company (“**Gallop**”), as Guarantors, the financial institutions party thereto from time to time as lenders (collectively, “**Lenders**”), and the Administrative Agent, the Lenders have agreed to provide a credit facility to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to make their respective extensions of credit to the Borrowers under the Loan Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

**Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral**

The Grantor hereby grants, pledges and collaterally assigns a security interest to the Administrative Agent, on behalf of itself and each other Lending Party, in the following of the Grantor (the “**Trademark Collateral**”):

1. all U.S. Trademark registrations and Trademark applications, including without limitation, those referred to on Schedule I hereto; and

2. all Proceeds of any or all of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding any of the foregoing, the Trademark Collateral shall not include any intent-to-use application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law.

### ***Section 3. Security Agreement***

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CARDINAL LOGISTICS MANAGEMENT  
CORPORATION,  
*as Grantor*

By: 

Name: Michael C. Roberts  
Title: Chief Financial Officer and  
Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

BANK OF AMERICA, N.A.,  
*as Administrative Agent for the Secured Parties*

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

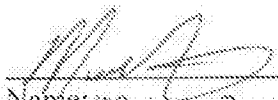
Very truly yours,

CARDINAL LOGISTICS MANAGEMENT  
CORPORATION,  
*as Grantor*

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

BANK OF AMERICA, N.A.,  
*as Administrative Agent for the Secured Parties*

By:   
Name: *Frederick J. ...*  
Title: *Senior Vice President*

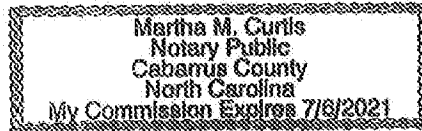
ACKNOWLEDGEMENT OF GRANTOR

STATE OF North Carolina  
COUNTY OF Cabarrus

ss.

On this 4<sup>th</sup> day of June, 2019 before me personally appeared Michael C Roberts proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CARDINAL LOGISTICS MANAGEMENT CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Martha M Curtis  
Notary Public



**SCHEDULE I**

**TO**

**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Design Only	4724506	04/21/15
CARDINAL DEDICATED DELIVERY LOGISTICS and Design	4563325	07/08/14
Design Only	4546620	06/10/14
CARDINAL HOSTED LOGISTICS	4402820	09/17/13
CARDINAL HOSTED LOGISTICS	4350697	06/11/13
DYNAMIC WORKFLOW	4136713	05/01/12