

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARDINAL LOGISTICS MANAGEMENT CORPORATION		06/07/2019	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC, AS ADMINISTRATIVE AGENT FOR THE LENDING PARTIES		
Street Address:	225 W. WASHINGTON STREET		
Internal Address:	9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4724506		
Registration Number:	4563325	CARDINAL DEDICATED DELIVERY LOGISTICS	
Registration Number:	4546620		
Registration Number:	4402820	CARDINAL HOSTED LOGISTICS	
Registration Number:	4350697	CARDINAL HOSTED LOGISTICS	
Registration Number:	4136713	DYNAMIC WORKFLOW	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		

OP \$165.00 4724506

ATTORNEY DOCKET NUMBER:	045346.000003
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	06/10/2019

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 CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware limited liability company (“**Cortland**”), 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 CLH ACQUISITION CORPORATION, a Delaware corporation (“**Buyer**”), CARDINAL HOLDCO, LLC, a Delaware limited liability company (“**Holdco**”), GREATWIDE LOGISTICS SERVICES, LLC, a Delaware limited liability company (“**Greatwide**”), CARDINAL LOGISTICS MANAGEMENT CORPORATION, a North Carolina corporation (“**Cardinal**” and, together with Buyer, Holdco and Greatwide, “**Borrowers**”; and each, a “**Borrower**”), CLH INTERMEDIATE CORPORATION, a Delaware corporation (“**Holdings**”), the other Subsidiaries of Holdings from time to time party hereto (together with Holdings, “**Guarantors**”; and each, a “**Guarantor**”), the several financial institutions from time to time party hereto, as 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.

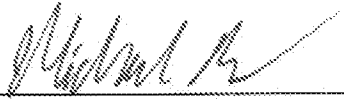
Section 3. Security Agreement

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:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Administrative Agent for the Lending 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:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Administrative Agent for the Lending Parties

By: 
Name: Matthew Trybula
Title: Associate Counsel

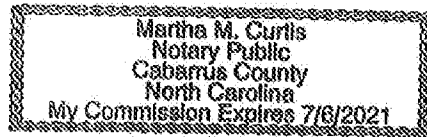
ACKNOWLEDGEMENT OF GRANTOR

STATE OF North Carolina
COUNTY OF Cabarrus

SS.

On this 6th 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

Mark	Reg. No.	Reg. Date
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