

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preferred Freezer Services, LLC		10/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2736298	PREFERRED FREEZER SERVICES	
Registration Number:	4155310	WE GET IT DONE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COAGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1147412		
NAME OF SUBMITTER:	Annette Vera		
SIGNATURE:	/Annette Vera/		
DATE SIGNED:	10/31/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of October 31, 2019 (this “**Agreement**”), among PREFERRED FREEZER SERVICES, LLC, a Delaware limited liability company (the “**Grantor**”) and CREDIT SUISSE AG (“**Credit Suisse**”), as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Amended and Restated Credit Agreement dated as of February 27, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, including by that certain Amendment No. 1, dated as of November 6, 2018, the “**Term Loan Credit Agreement**”), among Lineage Logistics, LLC, a Delaware limited liability company (the “**Original Borrower**”), Lineage Logistics Services, LLC, a Delaware limited liability company (the “**Co-Borrower**”, and together with the Original Borrower, the “**Borrowers**”), Lineage Logistics Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the Lenders from time to time party thereto and Credit Suisse AG, as Administrative Agent and as Collateral Agent, and (b) the Guarantee and Collateral Agreement dated as of April 26, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among the Borrowers, Holdings, the Subsidiaries of Holdings from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor has executed a supplement to the Guarantee and Collateral Agreement and will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, 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 Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(a) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants, assigns and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest of the Grantor in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (including to the fullest extent arising under any Requirement of Law), all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country

or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks;

but excluding in all cases any trademark or servicemark applications that have been filed with the United States Patent and Trademark Office on the basis of an “intent-to-use” with respect to such marks, unless and until a statement of use or amendment to allege use is filed or any other filing is made or circumstances otherwise change so that the interests of the Grantor in such marks is no longer on an “intent-to-use” basis, at which time such marks shall automatically and without further action by the parties be subject to the security interests and liens granted hereby.

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

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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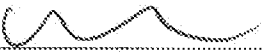
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PREFERRED FREEZER SERVICES, LLC, a Delaware limited liability company


By: Michelle Domas
Name: Michelle Domas
Title: Treasurer

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By:


Name: William O'Daly
Title: Authorized Signatory

By:


Name: Nicolas Thierry
Title: Authorized Signatory

Schedule I

United States Registered Trademarks

<u>Registered Owners/Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Preferred Freezer Services, LLC	PREFERRED FREEZER SERVICES	USA	PREFERRED FREEZER SERVICES with the design of a polar bear and igloo with horizontal lines, Classes 39 and 40	2736298	July 15, 2003	November 15, 2022
Preferred Freezer Services, LLC	WE GET IT DONE	USA	WE GET IT DONE, Classes 39 and 40	4155310	June 5, 2012	May 24, 2024