

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preferred Freezer Services, LLC		10/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
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:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	066397.05.0640		
NAME OF SUBMITTER:	Felicia D. Gordon		
SIGNATURE:	/Felicia D. Gordon/		
DATE SIGNED:	11/08/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of October 31, 2019 (this “**Agreement**”), among the grantor listed on the signature page hereof (“**Grantor**”) and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the “**Administrative Agent**”).

Reference is made to (a) the Credit Agreement dated as of November 6, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Lineage Logistics, LLC, a Delaware limited liability company (“**Lineage Logistics**”), and the other entities party thereto as borrowers (collectively, the “**Borrowers**”), Lineage Logistics Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the Lenders from time to time party thereto and the Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of November 6, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among Lineage Logistics, Holdings, the Subsidiaries of Holdings from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Grantor is a party 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 Secured Obligations, Grantor hereby grants, assigns and pledges to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest of Grantor in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which 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 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 Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. This Agreement is a Loan Document.

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 internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

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

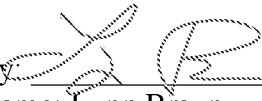
GRANTOR:

PREFERRED FREEZER SERVICES, LLC,
a Delaware limited liability company

By: Michelle Domas
Name: Michelle Domas
Title: Treasurer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Lynn Braun

Title: Executive Director

Schedule I

United States Trademark Applications & Registrations

United States Registered Trademarks

<u>Registered Owner/Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
Preferred Freezer Services, LLC	PREFERRED FREEZER SERVICES with the design of a polar bear and igloo with horizontal lines	USA	2736298	July 15, 2003
Preferred Freezer Services, LLC	WE GET IT DONE	USA	4155310	June 5, 2012