

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550763

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US Pack Logistics LLC		11/25/2019	Limited Liability Company: DELAWARE
US Pack Parts LLC		11/25/2019	Limited Liability Company: FLORIDA
US Pack Med LLC		11/25/2019	Limited Liability Company: CONNECTICUT

RECEIVING PARTY DATA

Name:	CITIZENS BANK, N.A., as Administrative Agent
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5104623	MOVING WHAT MATTERS
Registration Number:	5002465	JS LOGISTICS
Registration Number:	2025527	JS EXPRESS
Registration Number:	5843898	SCRIPTFLEET
Registration Number:	5843897	MEDIFLEET
Registration Number:	3948484	PARTSFLEET
Registration Number:	3945118	FLEETGISTICS

CORRESPONDENCE DATA

Fax Number: 7045032622

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.

Phone: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

TRADEMARK

Address Line 4:	Charlotte, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	18588.515054
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	11/25/2019
Total Attachments: 5 source=US Pack - Trademark Security Agreement#page1.tif source=US Pack - Trademark Security Agreement#page2.tif source=US Pack - Trademark Security Agreement#page3.tif source=US Pack - Trademark Security Agreement#page4.tif source=US Pack - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 25, 2019 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among US PACK LOGISTICS LLC, a Delaware limited liability company (the "Borrower"), each Subsidiary party hereto as of the date hereof (collectively, the "Subsidiaries" and together with the Borrower, the "Grantors") and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of November 25, 2019 among the Borrowers, Parent, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Security and Pledge Agreement, dated as of November 25, 2019, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

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

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and 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, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

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 Trademark 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.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

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

[Signature page follows]

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

US PACK LOGISTICS LLC

By: 

Name: Walter P. Maner, IV

Title: Secretary

US PACK PARTS LLC

By: 

Name: Walter P. Maner, IV

Title: Secretary

US PACK MED LLC


By: 

Name: Walter P. Maner, IV

Title: Secretary

CITIZENS BANK, N.A.,
as Administrative Agent

By:


Name: Jacqueline VanDeventer
Title: Managing Director

SCHEDULE I
TRADEMARKS

Mark	Owner	Serial No. / Filing Date	Registration No. / Date
MOVING WHAT MATTERS	US Pack Logistics LLC	87027516 / 5/6/2016	5104623 / 12/20/2016
JS LOGISTICS	US Pack Logistics LLC	86832502 / 11/25/2015	5002465 / 7/19/2016
Word Mark: JS EXPRESS	US Pack Logistics LLC	75044900 / 1/18/1996	2025527 / 12/24/1996
SCRIPTFLEET	US Pack Med LLC	88295877 / 2/11/2019	5843898 / 8/27/2019
MEDIFLEET	US Pack Med LLC	88295868 / 2/11/2019	5843897 / 8/27/2019
PARTSFLEET	US Pack Parts LLC	77776949 / 7/8/2009	3948484 / 4/19/2011
FLEETGISTICS	US Pack Parts LLC	77776937 / 7/8/2009	3945118 / 4/12/2011