

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551672

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TAGG Logistics, LLC		11/29/2010	Limited Liability Company: MISSOURI
LeSaint Logistics, LLC		11/29/2019	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2003
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4720330	360°LOGIC
Registration Number:	4720317	360LOGIC
Registration Number:	3371480	LESAINTE LOGISTICS
Registration Number:	4862786	TAGG LOGISTICS
Registration Number:	4862782	TAGG...WE'RE IT

CORRESPONDENCE DATA

Fax Number: 4045818330

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: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Sidney R. Brown
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OP \$140.00 4720330

SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	12/03/2019
Total Attachments: 5 source=JPMC_TAGG - Trademark Security Agreement#page1.tif source=JPMC_TAGG - Trademark Security Agreement#page2.tif source=JPMC_TAGG - Trademark Security Agreement#page3.tif source=JPMC_TAGG - Trademark Security Agreement#page4.tif source=JPMC_TAGG - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 29, 2019, is made by TAGG LOGISTICS, LLC, a Missouri limited liability company ("TAGG Logistics") and LESAINTE LOGISTICS, LLC, an Illinois limited liability company ("LeSaint Logistics", together with TAGG Logistics, each a "Grantor" and, collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A. ("Administrative Agent").

WHEREAS, the Grantors own the Trademarks (as defined in the Security Agreement) listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement) among the Grantors, the other loan parties party thereto from time to time, the lenders party thereto from time to time and Administrative Agent;

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Security Agreement") among the Grantors, the other grantors party thereto from time to time and Administrative Agent, for and on behalf of the Secured Parties (in such capacity, together with its successors pursuant to the terms of such Security Agreement, "Grantee"), each Grantor has granted to Grantee a continuing security interest in all of its Collateral, including all right, title and interest of each such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) each Trademark (as defined in the Security Agreement) owned by such Grantor, including, without limitation, each Trademark registration and application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by such Grantor, including, without limitation, any Trademark listed on Schedule 1 hereto, or licensed by such Grantor under any License with respect to any Trademark, or (ii) injury to the goodwill associated with any of the foregoing.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor, from time to time, in Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interests are granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will control.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER 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. In addition, the provisions of Sections 7.17 and 7.18 of the Security Agreement are hereby incorporated herein by reference and shall apply to this Agreement, *mutatis mutandis*, with the same force and effect as if fully set forth herein and the parties hereto agree to such terms.

[signature pages follow]

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

LESAINTE LOGISTICS, LLC, as a Grantor

By: 

Name: John M. Tracy

Title: Chairman

TAGG LOGISTICS, LLC, as a Grantor

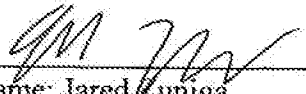
By: 

Name: John M. Tracy

Title: Chairman


ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Jared Zuniga
Title: Officer

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Reg. No.	Reg. Date	Serial No.	App. Date
LeSaint Logistics, LLC		4720330	4/14/2015	86388158	9/8/2014
LeSaint Logistics, LLC	360LOGIC	4720317	4/14/2015	86387922	9/8/2014
LeSaint Logistics, LLC	LESAINTE LOGISTICS	3371480	1/22/2008	77038446	11/7/2006
TAGG Logistics, LLC	TAGG LOGISTICS	4862786	12/1/2015	86598102	4/15/2015
TAGG Logistics, LLC	TAGG... WE'RE IT	4862782	12/1/2015	86598073	4/15/2015