

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553221

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
J.W. LOGISTICS, LLC, as Grantor		12/13/2019	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WHITE OAK COMMERCIAL FINANCE, LLC, as Lender		
<b>Street Address:</b>	1155 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5279390	JW LOGISTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Corenda R. Lewis		
<b>SIGNATURE:</b>	/Corenda R. Lewis/		
<b>DATE SIGNED:</b>	12/13/2019		
<b>Total Attachments: 6</b>			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

J.W. LOGISTICS, LLC, as Grantor

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC

Citizenship (see guidelines) Texas

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 13, 2019

- Assignment
- Security Agreement
- Other Grant of Security Interest
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: WHITE OAK COMMERCIAL FINANCE, LLC, as Lender

Street Address: 1155 Avenue of the Americas

City: New York

State: New York

Country: USA Zip: 10036

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I attached

B. Trademark Registration No.(s)

See Schedule I attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Corenda R. Lewis

Internal Address: c/o Hahn & Hessen LLP

Street Address: 488 Madison Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-478-7200

Docket Number: \_\_\_\_\_

Email Address: clewis2@hahnhausen.com

**6. Total number of applications and registrations involved:**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

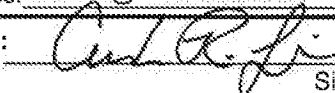
- Authorized to be charged to deposit account
- Enclosed

**8. Payment information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

Corenda R. Lewis

Name of Person Signing

December 13, 2019

Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**GRANT OF SECURITY INTEREST IN TRADEMARKS**

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Assignment”), dated as of December 13, 2019, by the undersigned (the “Grantor”), in favor of WHITE OAK COMMERCIAL FINANCE, LLC, (the “Lender”).

**WITNESSETH:**

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of December 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Grantor, the Guarantors from time to time party thereto, and Lender.

WHEREAS, Grantor is required to execute and deliver to the Lender this Trademark Assignment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As security for the payment and performance in full of the Obligations, Grantor hereby grants to the Lender and its successors and assigns, a continuing lien on and security interest in all of such Grantor’s right, title and interest in, to and under any Trademarks and Licenses with respect to Trademarks constituting Collateral owned by Grantor, along with all goodwill associated therewith (collectively, the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an “intent to use” application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. **SECURITY AGREEMENT.** The liens and security interests granted pursuant to this Trademark Assignment are granted in furtherance, and not in limitation, of the liens and security interests granted to the Lender, as security for the payment and performance in full of the Obligations, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Assignment conflicts with the Credit Agreement, the provisions of the Credit Agreement shall control.

4. COUNTERPARTS. This Trademark Assignment may be executed in any number of 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 Trademark Assignment by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. TERMINATION OR RELEASE. This Trademark Assignment shall terminate and the liens and security interests granted hereby shall be automatically released upon termination of the Credit Agreement.

6. GOVERNING LAW. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

J.W. LOGISTICS, LLC, as Grantor

By: Chris Doney  
Name: CHRIS DONEY, J.A.  
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK COMMERCIAL FINANCE, LLC,  
as Lender

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 006815 FRAME: 0737**

IN WITNESS WHEREOF, Grantor has caused this Trademark Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

J.W. LOGISTICS, LLC, as Grantor

By: \_\_\_\_\_  
Name  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK COMMERCIAL FINANCE, LLC,  
as Lender

By: Kevin Maitland  
Name: KEVIN MAITLAND  
Title: SUP

[Signature Page to Trademark Assignment]

SCHEDULE I  
to  
TRADEMARK ASSIGNMENT

TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Reg. No.	Reg. Date
JW Logistics	5279390	09/05/2017