

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555064

|   |                                     |  |                           |
|---|-------------------------------------|--|---------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |  |                           |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                   |  |                           |
| <b>CONVEYING PARTY DATA</b>   |                                     |  |                           |
| <b>Name</b>   | <b>Formerly</b>                     | <b>Execution Date</b>                  | <b>Entity Type</b>        |
| Midwest Motor Express, Inc.   |                                     | 12/23/2019                             | Corporation: NORTH DAKOTA |
| <b>RECEIVING PARTY DATA</b>   |                                     |  |                           |
| <b>Name:</b>  | Brightwood Loan Services LLC        |  |                           |
| <b>Street Address:</b>  | 810 Seventh Avenue, 26th Floor      |  |                           |
| <b>Internal Address:</b>  | Attn: Loan Operations               |  |                           |
| <b>City:</b>  | New York                            |  |                           |
| <b>State/Country:</b>   | NEW YORK                            |  |                           |
| <b>Postal Code:</b>   | 10019                               |  |                           |
| <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>Serial Number:</b>   | 87047224                            | FROM HORSES TO HORSEPOWER, SINCE 1918. |                           |
| <b>CORRESPONDENCE DATA</b>  |                                     |  |                           |
| <b>Fax Number:</b>  | 6142243246                          |  |                           |
| <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>   | 614-462-1093                        |  |                           |
| <b>Email:</b>   | ipdocketcolumbus@icemiller.com      |  |                           |
| <b>Correspondent Name:</b>  | Ice Miller LLP                      |  |                           |
| <b>Address Line 1:</b>  | 1500 Broadway, Suite 2900           |  |                           |
| <b>Address Line 4:</b>  | New York, NEW YORK 10036            |  |                           |
| <b>NAME OF SUBMITTER:</b>   | Barbara Bacon                       |  |                           |
| <b>SIGNATURE:</b>   | /Barbara Bacon/                     |  |                           |
| <b>DATE SIGNED:</b>   | 12/27/2019                          |  |                           |
| <b>Total Attachments: 4</b>   |                                     |  |                           |
| source=MME_Intellectual_Property_Security_Agreement#page1.tif   |                                     |  |                           |
| source=MME_Intellectual_Property_Security_Agreement#page2.tif   |                                     |  |                           |
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OP \$40.00 87047224

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is made as of December 23, 2019 between the signatory hereto (the "**Grantor**") in favor of **BRIGHTWOOD LOAN SERVICES LLC**, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**") (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of December 23, 2019 (the "**Pledge and Security Agreement**"), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following:

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "**Copyrights**").

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Patents**").

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a

like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Trademarks**").

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Trade Secrets**").

(e) All licenses or agreements, whether written or oral, providing for the grant by or to Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

**Section 2. Recordation.** Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. 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 (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

MIDWEST MOTOR EXPRESS, INC.

By: 

Name: Chad Strader

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006826 FRAME: 0873**

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights

None

2. Patents

None

3. Trademarks

| Grantor                     | Trademarks                             | Filing Date | Status | Serial No. |
|-----------------------------|--|-------------|--------|------------|
| Midwest Motor Express, Inc. | FROM HORSES TO HORSEPOWER, SINCE 1918. | 05/23/2016  | Live   | 87/047,224 |

3. Licenses

None