

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559647

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Continental Intermodal Group - Trucking LLC		01/28/2020	Limited Liability Company: OKLAHOMA
Continental Intermodal Group LP (composed of Continental Intermodal Group GP LLC)		01/28/2020	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Oaktree Fund Administration, LLC, as administrative agent
Street Address:	333 S. Grand Avenue, 28th Floor
Internal Address:	c/o Oaktree Capital Management, L.P.
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4822407	HYDRABEAR
Registration Number:	4418880	SANDSTORM
Registration Number:	5803269	CIG LOGISTICS
Registration Number:	5803271	CIG LOGISTICS

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	33560.00054
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TRADEMARK

NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	01/30/2020
Total Attachments: 8 source=3. CIG - Trademark Security Agreement (Execution Version)#page1.tif source=3. CIG - Trademark Security Agreement (Execution Version)#page2.tif source=3. CIG - Trademark Security Agreement (Execution Version)#page3.tif source=3. CIG - Trademark Security Agreement (Execution Version)#page4.tif source=3. CIG - Trademark Security Agreement (Execution Version)#page5.tif source=3. CIG - Trademark Security Agreement (Execution Version)#page6.tif source=3. CIG - Trademark Security Agreement (Execution Version)#page7.tif source=3. CIG - Trademark Security Agreement (Execution Version)#page8.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 28, 2020 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and, collectively, the “**Grantors**”) in favor of Oaktree Fund Administration, LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of January 28, 2020 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the “**Security Agreement**”), among each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1 DEFINED TERMS

Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2 GRANT OF SECURITY INTEREST

As collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges, assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) any United States or foreign trademarks, service marks, trade names, corporate names, trade dress, logos, designs, brand names, slogans, domain names, fictitious business names other source or business identifiers, including, without limitation, the registrations, recordings and applications listed in Schedule A hereto, or any other registrations, recordings and applications in the USPTO or any similar offices in any State of the United States, any political subdivision thereof or any other country, and all reissues, extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor;
- (ii) all goodwill connected with the use thereof and symbolized thereby,

(iii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof;

(iv) all rights corresponding to the foregoing throughout the world;

(v) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the foregoing, including, without limitation, payments under all licenses entered into in connection with the foregoing; and

(vi) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would cause such application to be invalidated, canceled, voided or abandoned.

SECTION 3 SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4 RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5 TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the Security Termination. Upon the occurrence of a Security Termination, the Administrative Agent, at the written request and expense of the Borrower, will promptly release, reassign and transfer the Trademark Collateral to the Grantors and declare this Trademark Security Agreement to be of no further force or effect subject to the first sentence of Section 10.08 of the Security Agreement.

SECTION 6 GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.

SECTION 7 COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

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

**CONTINENTAL INTERMODAL GROUP --
TRUCKING LLC**

By: 
Name: Jonathan Green
Title: Chief Executive Officer

Continental Intermodal Group GP LLC

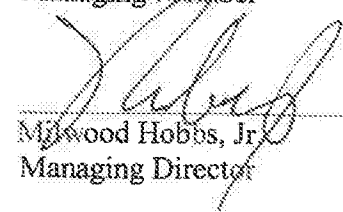
CONTINENTAL INTERMODAL GROUP LP

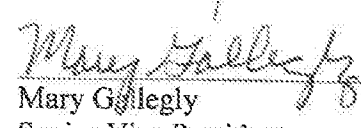
By: Continental Intermodal Group GP LLC
Its: General Partner

By: 
Name: Jonathan Green
Title: Chief Executive Officer &
Authorized Officer

OAKTREE FUND ADMINISTRATION, LLC,
as Administrative Agent

By: Oaktree Capital Management, L.P.
Its: Managing Member

By: 
Name: Milwood Hobbs, Jr.
Title: Managing Director

By: 
Name: Mary Gallegly
Title: Senior Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

[See attached]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/es	Status	Current Owner Of Record
HYDRABEAR	US	85634922 5/24/2012	4822407 9/29/2015	7,9	Registered 6-year Affidavit of Use due 9/29/2021 Renewal due 9/21/2025	Continental Intermodal Group – Trucking LLC
SANDSTORM	US	85064026 6/16/2010	4418880 10/15/2013	7,12	Registered 6-year Affidavit of Use due 10/15/2019 (filed 10/10/2019) Renewal due 10/15/2022	Continental Intermodal Group – Trucking LLC
HYDRABEAR	Canada	1577694 5/15/2012	TMA855130 7/12/2013	6,7,9,12, 19	Registered Renewal due 7/12/2028	Continental Intermodal Group – Trucking LLC
GRAVITYBOX	Canada	1577695 5/15/2012	TMA855112 7/12/2013	6,7,9,12, 19	Registered Renewal due 7/12/2028	Continental Intermodal Group – Trucking LLC
SANDSTORM	Canada	1479249 4/30/2010	TMA836983 11/26/2012	7,12	Registered Renewal due 11/26/2027	Continental Intermodal Group – Trucking LLC
CIG LOGISTICS	US	87900064 4/30/2018	5803269 7/16/2019	35, 39	Registered 6-year Affidavit of Use due 7/16/2025	Continental Intermodal Group LP composed of Continental Intermodal Group GP LLC
CIG LOGISTICS	US	87900190 4/30/2018	5803271 7/16/2019	35, 39	Registered 6-year Affidavit of Use due 7/16/2025	Continental Intermodal Group LP composed of Continental Intermodal Group