

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flexi-Van Leasing, LLC		02/18/2020	Limited Liability Company: DELAWARE
New Pride Tire, LLC		02/18/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	388 Greenwich Street		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5604285	CHASSISNOW INTERMODAL CHASSIS	
Registration Number:	5391305	CHASSISNOW	
Registration Number:	5276100	FLEXI VAN	
Registration Number:	4683343	FLEXI-VAN LEASING	
Registration Number:	4690518	FLEXI-VAN	
Registration Number:	3947884	FLEXIDAY	
Registration Number:	3954186	FLEXIDAY.COM	
Registration Number:	2582437	NEW PRIDE	
Registration Number:	1042500	UNI-FLEX	
Registration Number:	5259870	AIM AMERICAN INTERMODAL MANAGEMENT	
Serial Number:	88618218	SMART CHASSIS	
Serial Number:	88129544	NEW PRIDE TIRE	
Serial Number:	88681333	AIM HOW INGENUITY DRIVES PRODUCTIVITY	
Serial Number:	88681302	AIM	
CORRESPONDENCE DATA			

OP \$365.00 5604285

TRADEMARK

Fax Number:

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: 800-494-5225
Email: ipteam@coagencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1188791 TM G
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NAME OF SUBMITTER:	Christian Craft
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SIGNATURE:	/Christian Craft/
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DATE SIGNED:	02/18/2020
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of February 18, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Citibank, N.A., as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Flexi-Van Intermediate Holdings, LLC, a Delaware limited liability company (“**Holdings**”), and Flexi-Van Leasing, LLC, a Delaware limited liability company (the “**Company**”), are party to the a Credit Agreement dated as of February 18, 2020, with Citibank, N.A., as Collateral Agent, Bank of America, N.A. as the Additional Collateral Agent, the other Guarantors and the Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**Credit Agreement**”);

WHEREAS, as a condition precedent to the entering into of the Credit Agreement, the maintaining and making of the Loans, the issuance of Letters of Credit by any Letter of Credit Issuer and Lenders’ and their Affiliates willingness to extend other financial accommodations under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of February 18, 2020 made by the Grantors, certain other parties and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used but not defined herein shall have the meanings ascribed therein);

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the USPTO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the due and prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) by each Grantor of all of its present and future Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in or to any and all of the following properties and assets of such Grantor and all powers and rights of such Grantor in all of the following (including the power to transfer rights in the following), whether now owned or existing or at any time hereafter acquired or arising, regardless of where located (the “**IP Collateral**”): the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby.

SECTION 2. Recordation. Each Grantor authorizes and requests that tthe Commissioner for Trademarks and, to the extent agreed upon and applicable, any other applicable government office, record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between this IP Security Agreement and the Security Agreement, the Security Agreement shall govern and control

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

[Signature Page Follows]

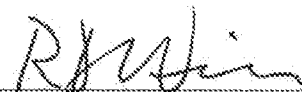
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

FLEXI-VAN LEASING, LLC


By: 
Name: Ron Widdows
Title: Chief Executive Officer

NEW PRIDE TIRE, LLC

By: 
Name: Ron Widdows
Title: Chief Executive Officer

COLLATERAL AGENT:


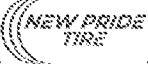

CITIBANK, N.A., as Collateral Agent

By: 
Name: Christopher Marino
Title: Vice President and Director

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Image</u>	<u>U.S Serial No.</u>	<u>US. Registration No.</u>
Flexi-Van Leasing, LLC	SMART CHASSIS	Smart Chassis	88618218	Pending
Flexi-Van Leasing, LLC	CHASSISNOW INTERMODAL CHASSIS		87518171	5604285
Flexi-Van Leasing, LLC	CHASSISNOW	ChassisNow	87517452	5391305
Flexi-Van Leasing, LLC	FLEXI VAN		87319538	5276100
Flexi-Van Leasing, LLC	FLEXI-VAN LEASING		85363291	4683343
Flexi-Van Leasing, LLC	FLEXI-VAN	Flexi-Van	85361563	4690518
Flexi-Van Leasing, LLC	FLEXIDAY	FlexiDay	85119558	3947884
Flexi-Van Leasing, LLC	FLEXIDAY.COM		85113666	3954186
New Pride Tire, LLC	NEW PRIDE	N/A	78084360	2582437
New Pride Tire, LLC	NEW PRIDE TIRE		88129544	Pending
Flexi-Van Leasing, LLC	UNI-FLEX		73036856	1042500
Flexi-Van Leasing, LLC	AIM HOW INGENUITY DRIVES PRODUCTIVITY	AIM HOW INGENUITY DRIVES PRODUCTIVITY	88681333	Pending
Flexi-Van Leasing, LLC	AIM	AIM	88681302	Pending
Flexi-Van Leasing, LLC	AIM AMERICAN INTERMODAL MANAGEMENT		87261814	5259870