

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569287

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERPOOL, INC.		03/27/2020	Corporation: DELAWARE
TRAC TIRE SERVICES LLC		03/27/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	388 GREENWICH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2224719	POOLSTAT	
Registration Number:	3966171	TRAC CONNECT	
Registration Number:	3930127	TRAC INTERMODAL	
Registration Number:	3930126	TRAC INTERMODAL	
Registration Number:	3969906	TRAC INTERMODAL	
Registration Number:	4507834	TRAC TITAN	
Registration Number:	4519204	TRAC TITAN	
Registration Number:	5268957	CORE FLEET MAINTENANCE	
Registration Number:	5420995	CORE FLEET RETREADING	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		

OP \$240.00 2224719

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	1204723 TM IPSA
NAME OF SUBMITTER:	MACKENZIE KORF
SIGNATURE:	/MACKENZIE KORF/
DATE SIGNED:	03/27/2020
Total Attachments: 5 source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT dated as of March 27, 2020 (this "Agreement"), among STONEPEAK TAURUS LOWER HOLDINGS LLC, a limited liability company organized under the laws of the State of Delaware (the "Parent Borrower"), TRAC TIRE SERVICES LLC (and together with the Parent Borrower, each, a "Grantor" and, collectively, the "Grantors"), and Citibank, N.A., in its capacity as administrative agent (the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of March 27, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Parent Borrower, the Co-Borrowers party thereto, the Loan Parties party thereto, the Lenders party thereto, the Administrative Agent, Swingline Lender and Issuing Bank, and (b) the Pledge and Security Agreement dated as of March 27, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Parent Borrower, the other Loan Parties party thereto and the Administrative Agent. The parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. To secure the prompt and complete payment and performance when due of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in the portion of the Collateral constituting the Trademarks listed on Schedule I hereto (excluding, for the avoidance of doubt, any intent-to-use trademark application filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051(b), solely during the period prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act; it being understood that, following such period, such trademark registration or application, as applicable, shall be deemed automatically subject to the security interest granted in the Security Agreement and included in the Collateral) (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors or each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

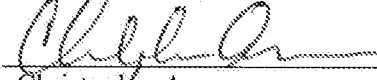
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INTERPOOL, INC.

By: 
Name: Christopher Annese
Title: Chief Financial Officer and Executive Vice President

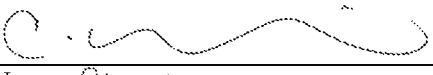
TRAC TIRE SERVICES, LLC

By: 
Name: Christopher Annese
Title: Chief Financial Officer and Executive Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006901 FRAME: 0741


CITIBANK, N.A.,
as Administrative Agent

By: 
Name: Christopher Marano
Title: Director & Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

Trademarks

Mark	Jurisdiction	Reg. No. (app. no.)	Registered (filed)	Owner	Status
POOLSTAT	U.S. Federal	2224719 (75256753)	16-FEB-1999 (13-MAR-1997)	Interpool, Inc.	Registered
TRAC CONNECT	U.S. Federal	3966171 (85140246)	24-MAY-2011 (28-SEP-2010)	Interpool, Inc.	Registered
TRAC INTERMODAL	U.S. Federal	3930127 (85038114)	08-MAR-2011 (13-MAY-2010)	Interpool, Inc.	Registered
TRAC INTERMODAL	U.S. Federal	3930126 (85038106)	08-MAR-2011 (13-MAY-2010)	Interpool, Inc.	Registered
	U.S. Federal	3969906 (85140452)	31-MAY-2011 (28-SEP-2010)	Interpool, Inc.	Registered
TRAC TITAN	U.S. Federal	4507834 (85911493)	1-APR-2014 (22-APR-2013)	Interpool, Inc. Dbas Trac Intermodal	Registered
	U.S. Federal	4519204 (85941257)	22-APR-2014 (23-MAY-2013)	Interpool, Inc. Dbas Trac Intermodal	Registered
Core Fleet Maintenance & Design 	U.S. Federal	5268957 (87078343)	Aug 22, 2017 (Jun 21, 2016)	TRAC Tire Services LLC	Registered
Core Fleet Retreading & Design 	U.S. Federal	5420995 (87107580)	March 13, 2018 (July 18, 2016)	TRAC Tire Services LLC	Registered