

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North American Logistics Group LLC		02/28/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60609		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5113954	FINAL MILE WITH A SMILE	
Registration Number:	5858428	NAL GROUP	
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:	3122883589		
Email:	Results-UCCTeam2@wolterskluwer.com		
Correspondent Name:	Nancy Helm Brown		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Diandra M. LaMantia		
SIGNATURE:	/Diandra M. LaMantia/		
DATE SIGNED:	04/06/2020		
Total Attachments: 6			
source=IP filing#page1.tif			
source=IP filing#page2.tif			
source=IP filing#page3.tif			

OP \$65.00 5113954

source=IP filing#page4.tif

source=IP filing#page5.tif

source=IP filing#page6.tif

TRADEMARK COLLATERAL AGREEMENT

This 28th day of February, 2020, CRST INTERNATIONAL, INC., an Iowa corporation, with its principal place of business and mailing address at 3930 16th Avenue SW, Cedar Rapids, Iowa 52404, NORTH AMERICAN LOGISTICS GROUP LLC, a Delaware limited liability company, with its principal place of business and mailing address at 74 Carter Drive, Edison, New Jersey 08817 and INSTALLS LLC, a Delaware limited liability company, with its principal place of business and mailing address at 241 Main Street, Buffalo, New York 14203 (collectively, “*Debtors*” and each, a “*Debtor*”), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association (“*BMO*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successors or assigns to BMO acting in such capacity being hereinafter referred to as the “*Administrative Agent*”), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

- (i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application;
- and (ii) All proceeds of the foregoing, including without limitation any claim by Debtors against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtors and certain affiliates or related entities of Debtors as set out in that certain Security Agreement dated as of September 9, 2016, among Debtors, certain affiliates of Debtors party thereto and the Administrative Agent (as amended by that certain Master Reaffirmation of Amendment to Collateral Documents and Omnibus Joinder Agreement, dated as of the date hereof, and as the same may be further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtors for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as any Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the United

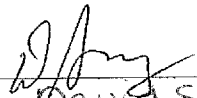
States Patent and Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Each Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtors have caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

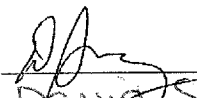
NORTH AMERICAN LOGISTICS GROUP LLC

By 
Name David Souza
Title Treasurer

INSTALLS LLC

By 
Name David Souza
Title Treasurer

CRST INTERNATIONAL, INC.

By 
Name David Souza
Title Treasurer

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Administrative Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtors have caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

NORTH AMERICAN LOGISTICS GROUP LLC


By Name _____
Title _____

INSTALLS, LLC

By Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Administrative
Agent

By  _____

Name: William Thomson
Title: Managing Director

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARK	OWNER	REGISTRATION NUMBER	REGISTRATION DATE
FINAL MILE WITH A SMILE	North American Logistics Group LLC	5113954	01/03/2017
NAL GROUP	North American Logistics Group LLC	5858428	09/10/2019
SERVICEPRO	Installs Inc., LLC (n/k/a Installs LLC)	3727562	12/22/2009
INSTALLS INC.	Installs Inc., LLC (n/k/a Installs LLC)	3074806	03/28/2006
CRST	CRST International, Inc.	1018208	08/12/1975
MALONE	CRST International, Inc.	2609830	08/20/2002