

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM587187

<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>
Transport Labor Contract/Leasing, Inc.		07/17/2020	Corporation: NORTH DAKOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Freeport Financial Partners LLC, as Administrative Agent		
<b>Street Address:</b>	200 S. Wacker Drive		
<b>Internal Address:</b>	Suite 750		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<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>	88414968	MAIL CARRIER PLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3128637141		
<b>Email:</b>	kristen.lange@goldbergekohn.com		
<b>Correspondent Name:</b>	Kristen N. Lange, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E. Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	7213.053		
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange		
<b>SIGNATURE:</b>	/kristenlange/		
<b>DATE SIGNED:</b>	07/17/2020		
<b>Total Attachments: 4</b>			
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**FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to that certain Trademark Security Agreement dated as of July 29, 2016 (the "Trademark Security Agreement") made by TRANSPORT LABOR CONTRACT/LEASING, INC., a North Dakota corporation ("Grantor"), in favor of in favor of FREEPORT FINANCIAL PARTNERS LLC ("Freeport"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") is dated as of July 17, 2020.

**RECITALS**

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of February 15, 2019 by and among Grantor and the other Borrowers from time to time party thereto, the other Loan Parties from time to time party thereto, the financial institutions party thereto from time to time (together with their respective successors and assigns, "Lenders"), U.S. Bank National Association, as Paying Agent, and Agent (including all annexes, exhibits or schedules thereto, as the same has been and may be from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), Agent and Lenders have agreed to make Loans for the benefit of Grantor;

WHEREAS, Grantor, certain affiliates of Grantor, and Agent are parties to that certain Guaranty and Security Agreement dated as July 29, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"), pursuant to which, among other things, Grantor has granted to the Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its Trademarks;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired an additional Trademark (the "New Trademark"); and

WHEREAS, in accordance with the Guaranty and Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

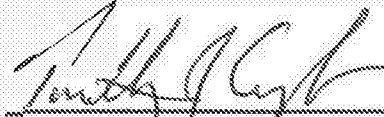
SECTION 1. Schedules. Schedule 1 to the Trademark Security Agreement shall be deemed to refer to Schedule 1 as supplemented by the addition of the New Trademark scheduled on Schedule 1 attached hereto.

SECTION 2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, the Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

TRANSPORT LABOR CONTRACT/LEASING, INC.

By:



Name: Timothy F. Coughlin

Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL PARTNERS LLC, as  
Agent

By: 

Name: Steve Papalaj  
Title: Managing Director

**SCHEDULE 1**

**Trademark Registrations**

<b>Trademark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Reg. No. Reg. Date</b>
MAIL CARRIER PLUS	U.S.	88414968	6083104 (June 23, 2020)