

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591267

<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>
Roadrunner Transportation Services, Inc.		08/07/2020	Corporation: DELAWARE
Roadrunner Transportation Systems, Inc.		08/07/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRYSTAL FINANCIAL LLC, as Administrative Agent		
<b>Street Address:</b>	Two International Place, 17th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88609860	RAPIDSHIP	
<b>Serial Number:</b>	88808509	RDX FREIGHT	
<b>Serial Number:</b>	87665242	YOUR GOODS. OUR BEST.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6179518736		
<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>	6173417729		
<b>Email:</b>	katarzyna.gaysunas@morganlewis.com		
<b>Correspondent Name:</b>	Katarzyna Gaysunas		
<b>Address Line 1:</b>	1 Federal St		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-1726		
<b>NAME OF SUBMITTER:</b>	Katarzyna Gaysunas		
<b>SIGNATURE:</b>	/Katarzyna Gaysunas/		
<b>DATE SIGNED:</b>	08/11/2020		
<b>Total Attachments: 5</b>			

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## GRANT OF A SECURITY INTEREST IN TRADEMARKS

This Grant of Security Interest in Trademarks (this “**Trademark Security Agreement**”) is made as of August 7, 2020, by **ROADRUNNER TRANSPORTATION SERVICES, INC.**, a Delaware corporation, and **ROADRUNNER TRANSPORTATION SYSTEMS, INC.**, a Delaware corporation (each individually a “**Grantor**” and collectively, the “**Grantors**”), in favor of CRYSTAL FINANCIAL LLC, in its capacity as administrative agent for itself and the other Lenders (together with its successors and assigns in such capacity, “**Grantee**”).

**WHEREAS**, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

**WHEREAS**, each Grantor has entered into a Pledge and Security Agreement and Irrevocable Proxy, dated August 7, 2020 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

**WHEREAS**, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed with the U.S. Patent and Trademark Office, but only until such statement or amendment is filed, and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause an abandonment of, such application or any registration that issues from such intent-to-use application under law.

**NOW, THEREFORE**, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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 that of any conflict between the terms of this Trademark Agreement and the Security Agreement, the terms of the Security Agreement shall control.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

*[Remainder of page intentionally left blank]*

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

**ROADRUNNER TRANSPORTATION  
SERVICES, INC.**



\_\_\_\_\_  
Name: Frank L. Hurst  
Title: President

**ROADRUNNER TRANSPORTATION  
SYSTEMS, INC.**

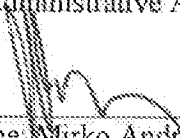


\_\_\_\_\_  
Name: Frank L. Hurst  
Title: President

[Roadrunner - Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 007018 FRAME: 0747**

CRYSTAL FINANCIAL LLC,  
as Administrative Agent



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Name: Mirko Andric  
Title: Senior Managing Director

[Roadrunner - Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007018 FRAME: 0748**

SCHEDULE A TO GRANT OF A SECURITY INTEREST IN TRADEMARKS

<u>Trademark Name</u>	<u>Owner</u>	<u>Registration/ Filing Date</u>	<u>Registration/Application No.</u>	<u>Jurisdiction of Registration</u>
RapidShip	Roadrunner Transportation Systems, Inc	September 9, 2019	Serial No. 88609860	US
RDX Freight	Roadrunner Transportation Systems, Inc.	February 24, 2020	Serial No. 88808509	US
Your Goods. Our Best.	Roadrunner Transportation Systems, Inc.	March 19, 2019	Serial No. 87665242	US