

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAC-VAN, Inc.		08/13/2020	Corporation: INDIANA
Lone Star Tank Rental Inc.		08/13/2020	Corporation: DELAWARE
Southern Frac, LLC		08/13/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	10 S. Wacker Drive, 13th Floor		
Internal Address:	MAC N8405-131		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88870145	GOTTA GO GLO	
Registration Number:	5093701	PAC-VAN	
Registration Number:	5071151	LONE STAR TANK RENTAL, INC.	
Registration Number:	4954734	SOUTHERN FABRICATION SPECIALTIES	
Registration Number:	5112036	SOUTHERN FRAC TANK MANUFACTURING SF	
Registration Number:	4668565	THE JUDGE 800	
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:	7037125337		
Email:	lvincent@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Stephanie Martinez		

OP \$165.00 88870145

SIGNATURE:	/Stephanie Martinez/
DATE SIGNED:	08/14/2020
Total Attachments: 6 source=Pac-Van - AR - Amendment No. 10 - Trademark Security Agreement (U.S.) (signed) (003)#page1.tif source=Pac-Van - AR - Amendment No. 10 - Trademark Security Agreement (U.S.) (signed) (003)#page2.tif source=Pac-Van - AR - Amendment No. 10 - Trademark Security Agreement (U.S.) (signed) (003)#page3.tif source=Pac-Van - AR - Amendment No. 10 - Trademark Security Agreement (U.S.) (signed) (003)#page4.tif source=Pac-Van - AR - Amendment No. 10 - Trademark Security Agreement (U.S.) (signed) (003)#page5.tif source=Pac-Van - AR - Amendment No. 10 - Trademark Security Agreement (U.S.) (signed) (003)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of August 13, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Wells Fargo Bank, National Association, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of April 7, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Pac-Van, Inc., an Indiana corporation ("Pac-Van"), Lone Star Tank Rental Inc., a Delaware corporation ("Lone Star"), Southern Frac, LLC, a Texas limited liability company ("Southern Frac"), the other Affiliates of Pac-Van signatory thereto from time to time as borrowers (each such Person, together with Pac-Van, Lone Star, and Southern Frac, a "Borrower" and collectively, the "Borrowers"), the lenders signatory thereto (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group and the Bank Product Providers have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of September 7, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses in respect of Trademarks to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each such Intellectual Property License; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any such Intellectual Property License.

3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN

SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PAC-VAN, INC.

By: *Christopher A. Wilson*
Name: Christopher A. Wilson
Title: Secretary

LONE STAR TANK RENTAL INC.

By: *Christopher A. Wilson*
Name: Christopher A. Wilson
Title: Secretary

SOUTHERN FRAC, LLC

By: GFN Manufacturing Corporation,
a Delaware corporation, as Manager

By: *Christopher A. Wilson*
Name: Christopher A. Wilson
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PAC-VAN, INC.

By: _____
Name: _____
Title: _____

LONE STAR TANK RENTAL INC.

By: _____
Name: _____
Title: _____

SOUTHERN FRAC, LLC

By: GFN Manufacturing Corporation,
a Delaware corporation, as Manager

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: **Brian Hynds** Digitally signed by Brian Hynds
Date: 2020.09.13 11:48:54
-05'00'
Name: Brian Hynds _____
Title: Vice-President _____

SCHEDULE I
to
Trademark Security Agreement
Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Pac-Van, Inc.	United States	Pac-Van (stylized logo)	5093701	December 8, 2016
Pac Van, Inc.	United States	Gotta Go Glo	88870145	April 13, 2020
Lone Star Tank Rental Inc.	United States	Lone Star Tank Rental Inc. (stylized logo)	5071151	November 1, 2016
Southern Frac, LLC	United States	Southern Fabrication Specialties	4954734	May 10, 2016
Southern Frac, LLC	United States	Southern Frac Tank Manufacturing SF (with stylized logo)	5112036	January 3, 2017
Southern Frac, LLC	United States	The Judge 800	4668565	January 6, 2015