

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement - Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Load Delivered Logistics, LLC		11/12/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4367631	LOAD DELIVERED LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	040896-0146		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	11/12/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of November 12, 2020, by and among CAPSTONE LOGISTICS, LLC, a Delaware limited liability company (“Capstone”), and LOAD DELIVERED LOGISTICS, LLC, an Illinois limited liability company (“Load Delivered”, and together with Capstone, the “Grantors”) and ARES CAPITAL CORPORATION, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, each Grantor is party to a Second Lien Pledge and Security Agreement, dated as of November 12, 2020 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Secured Cash Management Agreements, Secured Hedge Agreements and certain agreements related to Secured Trade Letters of Credit, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them, directly or by reference, in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, collaterally assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all Secured Obligations, a lien on and security interest in and to all of its right, title and interest in, to and under all the following (collectively, the “Trademark Collateral”):

- (a) all Trademarks, including the respective Trademarks of each Grantor listed on Schedule I attached hereto constituting Collateral;
- (b) all goodwill of the business symbolized by the foregoing;
- (c) all Licenses of the foregoing, whether as licensee or licensor;
- (d) all renewals of the foregoing;
- (e) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitations, damages, claims, and payments for past and future infringements, dilutions or other violations thereof;

(f) all rights to sue for past, present and future infringements, dilutions or other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(g) all rights corresponding to any of the foregoing throughout the world;

excluding, for the avoidance of doubt, any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use trademark application or any registration issuing therefrom under applicable Law.

SECTION 3. Security Agreement. The security interest pledged, collaterally assigned and granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest pledged, collaterally assigned and granted to the Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in, to and under the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien, collateral assignment and security interest in the Trademark Collateral under this Trademark Security Agreement (without recourse or warranty of any kind, either express or implied).

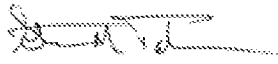
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


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

CAPSTONE LOGISTICS, LLC

By: 
Name: Steven Taylor
Title: Chief Executive Officer

LOAD DELIVERED LOGISTICS LLC

By: 
Name: Steven Taylor
Title: Chief Executive Officer



Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: _____  _____
Name: Mitchell Goldstein
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Registered Owner	Title	Registration No.	Registration Date
Capstone Logistics, LLC	CAPSTONE LOGISTICS  CAPSTONE LOGISTICS	4319739	April 16, 2013
Load Delivered Logistics, LLC	 LoadDelivered LOGISTICS, LLC	4367631	July 16, 2013