

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM608862

<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>
Montway LLC		11/04/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twin Brook Capital Partners, LLC, as Administrative Agent		
<b>Street Address:</b>	111 S. Wacker Dr., 36th Floor		
<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: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5684218	M MONTWAY AUTO TRANSPORT	
<b>Registration Number:</b>	5638017	M	
<b>Registration Number:</b>	5637776	MONTWAY	
<b>Registration Number:</b>	4138319	MONTWAY AUTO TRANSPORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		
<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>	3128637267		
<b>Email:</b>	jaclyn.di.grande@goldbergkohn.com		
<b>Correspondent Name:</b>	Jaclyn Di Grande - Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E Monroe St., Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	7428.062		
<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande		
<b>SIGNATURE:</b>	/jaclyn di grande/		
<b>DATE SIGNED:</b>	11/16/2020		
<b>Total Attachments: 5</b>			

OP \$115.00 5684218

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 4, 2020, is made by Montway LLC, a Delaware limited liability company ("Grantor"), in favor of Twin Brook Capital Partners, LLC ("Twin Brook"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of November 4, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among MWY Holdings III LLC, a Delaware limited liability company ("Topco Borrower"), Grantor, Tipchen Holdings LLC, a Delaware limited liability company ("Tipchen"; together with Topco Borrower and Grantor, the "Borrowers" and each individually, a "Borrower"), MWY Holdings LLC, a Delaware limited liability company ("Holdings"), the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 4, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Administrative Agent, to pledge its assets as security for the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which it is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or other impairment thereof; provided that the "Collateral" shall not include any property that constitutes Excluded Property but only until such time as such property shall cease to be Excluded Property; provided, further, that if and when any such property shall cease to be Excluded Property, such property shall be deemed to be "Collateral" and a Lien on and security interest in such property shall be deemed granted therein.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

**MONTWAY LLC**, as Grantor

By: \_\_\_\_\_

Name: Dimitre Kirilov

Title: President

ACCEPTED AND AGREED  
as of the date first above written:

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Administrative Agent

By: \_\_\_\_\_

Name: Drew Guyette

Title: Chief Credit Officer

A handwritten signature in black ink, appearing to read 'Drew Guyette', is written over a horizontal line. The signature is stylized and includes a large, sweeping flourish at the end.

Schedule 1

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
M MONTWAY AUTO TRANSPORT & Design 	U.S.	87/935,509	May 24, 2018	5,684,218	February 26, 2019
M & Design 	U.S.	87/935,482	May 24, 2018	5,638,017	December 25, 2018
MONTWAY	U.S.	87/916,648	May 10, 2018	5,637,776	December 25, 2018
MONTWAY AUTO TRANSPORT	U.S.	85/412,815	September 1, 2011	4,138,319	May 8, 2012