

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615402

<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>
American Expediting Logistics LLC		12/18/2020	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company		
<b>Street Address:</b>	One M&T Plaza		
<b>Internal Address:</b>	345 Main Street		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14203		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3199978	AMERICAN EXPEDITING	
<b>Registration Number:</b>	2660264	GOFETCH.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028428465		
<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>	202-842-8800		
<b>Email:</b>	dctrademarks@faegredrinker.com		
<b>Correspondent Name:</b>	Jennifer T. Criss		
<b>Address Line 1:</b>	Faegre Drinker Biddle & Reath LLP		
<b>Address Line 2:</b>	1500 K Street, NW, Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	042858-589218		
<b>NAME OF SUBMITTER:</b>	Erin N. Theroux		
<b>SIGNATURE:</b>	/Erin N. Theroux/		
<b>DATE SIGNED:</b>	12/18/2020		
<b>Total Attachments: 11</b>			
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**REAFFIRMATION OF UNITED STATES TRADEMARK SECURITY AGREEMENT**

THIS REAFFIRMATION OF UNITED STATES TRADEMARK SECURITY AGREEMENT (this "**Reaffirmation**") is made as of December 18, 2020 by and between AMERICAN EXPEDITING LOGISTICS LLC, a Pennsylvania limited liability company with an address of 801 N. Primos Ave. Folcroft PA 19032 ("**Grantor**") and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York corporation with an address of One M& T Plaza, 345 Main Street, Buffalo, New York 14203 ("**M&T**"), for itself and as administrative agent and representative of the other Credit Parties as defined in the Amended and Restated Credit Agreement (as hereinafter defined) (M&T in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**"). Capitalized terms used but not defined herein shall have the meaning set forth in the Trademark Security Agreement, the Amended and Restated Credit Agreement or the Amended and Restated Security Agreement, as applicable (each as defined below).

**WITNESSETH:**

WHEREAS, M&T, as the Lender (as defined in the Existing Credit Agreement), AMEX Holding III Corp, as borrower ("**Borrower**") and AMEX Holding II Corp ("**Holdings**") entered into that certain Credit Agreement dated as of May 31, 2019 (the "**Existing Credit Agreement**") whereby M&T agreed to make certain loans and other financial accommodations to Borrower;

WHEREAS in connection with the Existing Credit Agreement, Holdings, Borrower, the Grantor, M&T and certain other parties thereto entered into that certain General Security Agreement dated as of May 31, 2019 (as amended, restated, amended and restated, modified or supplemented from time to time, the "**Existing Security Agreement**"), pursuant to which Grantor granted to M&T a security interest in certain of its assets to secure obligations owing to M&T;

WHEREAS, in connection with the Existing Credit Agreement and the Existing Security Agreement, the Grantor and M&T also entered into that certain United States Trademark Security Agreement dated as of May 31, 2019, which was recorded at the United States Patent and Trademark Office on June 6, 2019 at Reel/Frame 6663/0925 (the "**Existing Trademark Security Agreement**"), pursuant to which Grantor pledged and granted to M&T a security interest in and to and lien on the Trademarks (as defined in the Trademark Security Agreement), including those set forth on Schedule A thereto, to secure the Obligations (as defined in the Existing Security Agreement);

WHEREAS, the Administrative Agent, Holdings, Borrower and the Lenders party thereto are entering into that certain Amended and Restated Credit Agreement of even date herewith pursuant to which the Administrative Agent and such Lenders have agreed to amend and restate the Existing Credit Agreement (the Existing Credit Agreement as so amended and restated, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Amended and Restated Credit Agreement**");

WHEREAS, in connection with the Amended and Restated Credit Agreement, the Administrative Agent, Holdings, Borrower, Grantor and certain other parties thereto are entering into that certain Amended and Restated Guaranty and Security Agreement of even date herewith

pursuant to which the Administrative Agent has agreed to amend and restate the Existing Security Agreement (the Existing Security Agreement as so amended and restated, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Security Agreement**”), pursuant to which Grantor mortgaged, pledged, and hypothecated to the Administrative Agent for the benefit of the Credit Parties and granted 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 Collateral of such Grantor (each such capitalized term undefined herein as defined in the Amended and Restated Security Agreement);

WHEREAS, as a condition precedent to the effectiveness of the Amended and Restated Credit Agreement, the Administrative Agent has required the execution and delivery of this Reaffirmation by the Grantor and the Administrative Agent, and Grantor hereby reaffirms the security interest in and to and lien on the Trademarks, including those set forth in Schedule A to the Existing Trademark Security Agreement attached hereto as Exhibit 1, in favor of the Administrative Agent (the Existing Trademark Security Agreement, as reaffirmed by this Reaffirmation, and as the same may be amended, restated, modified or supplemented from time to time, being referred to as the “**Trademark Security Agreement**”).

NOW, THEREFORE, in consideration of the foregoing and the agreements, provisions and covenants herein contained, the Grantor and the Administrative Agent agree as follows:

1. **Reaffirmation**. To induce the Lenders and Administrative Agent to enter into the Amended and Restated Credit Agreement, each of the undersigned hereby (a) agrees to reaffirm the Existing Trademark Security Agreement, attached hereto as Exhibit 1, (b) reaffirms and agrees that the Liens and security interest granted in the Amended and Restated Security Agreement and the Trademark Security Agreement shall secure the Secured Obligations (as defined in the Amended and Restated Security Agreement) under the Amended and Restated Credit Agreement, including without limitation the Trademarks identified on Schedule A of the Existing Trademark Security Agreement, (c) reaffirms each other right and obligation under or as set forth in the Trademark Security Agreement and (d) acknowledges and agrees that the Trademark Security Agreement shall continue to constitute a legal, valid and binding obligation of the Grantor, enforceable in accordance with its terms.

2. **Representations and Warranties**. To induce Administrative Agent and Lenders to enter into the Amended and Restated Credit Agreement, the Grantor represents and warrants to Administrative Agent and Lenders that the execution, delivery and performance of this Reaffirmation has been duly authorized by all requisite corporate or company action on the part of the Grantor, this Reaffirmation has been duly executed and delivered by the Grantor, and this Reaffirmation constitutes a valid and binding agreement of the Grantor, enforceable against the Grantor in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws relating to the enforcement of creditors’ rights generally and by general equitable principles.

3. **References**. Each of the undersigned agrees that the Trademark Security Agreement shall remain in full force and effect following the execution and delivery of the Amended and Restated Credit Agreement and the Amended and Restated Security Agreement

and that (a) all references in the Trademark Security Agreement to the “Credit Agreement” shall be deemed to refer to the Existing Credit Agreement as amended and restated pursuant to the Amended and Restated Credit Agreement and as may be further amended, restated, modified or supplemented from time to time, (b) all references in the Trademark Security Agreement to the “Security Agreement” shall be deemed to refer to the Existing Security Agreement as amended and restated pursuant to the Amended and Restated Security Agreement and as may be further amended, restated, modified or supplemented from time to time and (c) all references to “Obligations” in the Trademark Security Agreement shall be understood to mean the Secured Obligations (as defined in the Amended and Restated Security Agreement) under the Existing Credit Agreement as amended and restated pursuant to the Amended and Restated Credit Agreement and as may be further amended, restated, modified or supplemented from time to time.

4. Scope. Except as set forth in the immediately preceding paragraph, and except as otherwise expressly amended on the date hereof, the Trademark Security Agreement shall remain unmodified and in full force and effect.

5. Governing Law. THIS REAFFIRMATION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6. Counterparts. This Reaffirmation may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Reaffirmation shall become effective when it shall have been executed by the Administrative Agent and when Administrative Agent shall have received the counterparts hereof that bear the signatures of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Reaffirmation by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Reaffirmation.

*[Signature pages follow]*

This Reaffirmation is dated as of the date first set forth above.

AMERICAN EXPEDITING LOGISTICS LLC

By: 

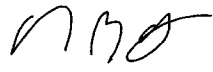
Name: David B. Crowther

Title: Chief Financial Officer

Signature Page to Reaffirmation of Trademark Security Agreement

TRADEMARK  
REEL: 007139 FRAME: 0126

**MANUFACTURERS AND TRADERS  
TRUST COMPANY, as Administrative Agent**

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

Name: Richard B. Ellis III

Title: Vice President

**Exhibit 1**  
**Trademark Security Agreement**  
**(see attached)**



**UNITED STATES TRADEMARK SECURITY AGREEMENT**

This UNITED STATES TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of May 31, 2019, is made by and between Manufacturers and Traders Trust Company, (together with its successors and assigns, in such capacity, the “**Lender**”) and American Expediting Logistics LLC, a Pennsylvania limited liability company (together with its respective successors and permitted assigns, the “**Grantor**”).

WHEREAS, this Agreement shall be filed with the United States Patent and Trademark Offices to, among other things, indicate that Lender is collateral assignee with respect to the Trademarks (as defined herein) listed on Schedule A hereto;

WHEREAS, Grantors own certain trademarks, including the applications and registrations thereof, together with the goodwill of the business connected with the use of and symbolized by the trademarks and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof, set forth on Schedule A hereto (collectively, the “**Trademarks**”); and

WHEREAS, Grantor and Lender executed the General Security Agreement dated as of May 31, 2019 (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”) between Lender, AMEX Holding II Corp, a Delaware corporation, AMEX Holding III Corp, a Delaware corporation, American Messenger Services LLC, a Pennsylvania limited liability company, gofetch.com Sub, LLC, a Pennsylvania limited liability company, A to Z Sub, LLC, a Delaware limited liability company, Center City Sub, LLC, a Pennsylvania limited liability company and Grantor, pursuant to which Grantor agreed to grant

and granted to Lender a security interest in certain of its assets to secure obligations owing to Lender.

NOW, THEREFORE, for good and valuable consideration, Grantor hereby pledges and grants (and confirms and ratifies all other pledges and grants heretofore made to Lender) to Lender a security interest and lien in and to the Trademarks to secure the Obligations (as defined in the Security Agreement), subject to the terms and conditions of the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor and Lender have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

AMERICAN EXPEDITING LOGISTICS LLC

By: 

Name: Victor Finnegan

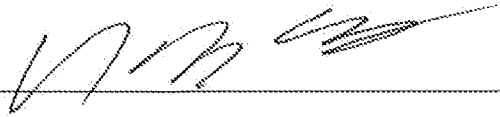
Title: Chief Executive Officer & President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007139 FRAME: 0131**

MANUFACTURERS AND TRADERS TRUST  
COMPANY, in its capacity as Lender

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



Name: Richard B. Ellis III

Title: Vice President

[Signature Page to Trademark Security Agreement]

**SCHEDULE A – UNITED STATES TRADEMARKS**

<b>Mark Name</b>	<b>Owner</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
AMERICAN EXPEDITING	AMERICAN EXPEDITING LOGISTICS LLC	3199978	January 23, 2007
GOFETCH.COM	AMERICAN EXPEDITING LOGISTICS LLC	2660264	December 10, 2002