TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM617917

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hybrid International Forwarding, LLC		12/31/2020	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	4795577	HYBRID INTERNATIONAL >> FORWARDING YOUR	
Registration Number:	4795576	HYBRID	

CORRESPONDENCE DATA

Fax Number: 3128637806

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.

Phone: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

c/o Goldberg Kohn Ltd. Address Line 1: Address Line 2: 55 East Monroe, Suite 3300 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.335
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	12/31/2020

Total Attachments: 5

source=Trademark Security Agreement (Hybrid International Forwarding LLC)#page1.tif source=Trademark Security Agreement (Hybrid International Forwarding LLC)#page2.tif

> **TRADEMARK** REEL: 007153 FRAME: 0628

source=Trademark Security Agreement (Hybrid International Forwarding LLC)#page3.tif source=Trademark Security Agreement (Hybrid International Forwarding LLC)#page4.tif source=Trademark Security Agreement (Hybrid International Forwarding LLC)#page5.tif

TRADEMARK REEL: 007153 FRAME: 0629

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2020, by HYBRID INTERNATIONAL FORWARDING, LLC, a Georgia limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for all Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of August 21, 2017 by and among Magnate Holdings, LLC, a Delaware limited liability company ("Magnate"), Trump Card Holdings, LLC, a California limited liability company ("Trump Card Holdings"), Masterpiece International Limited, LLC, a Delaware limited liability company (formerly known as MPI Holdings, Inc., a Delaware corporation) ("Masterpiece Holdings"), Multimodal International Shipping, Inc., a California corporation ("Multimodal"), Masterpiece Security Group LLC, a Delaware limited liability company ("Masterpiece Shipping"; Magnate, Trump Card Holdings, Masterpiece Holdings, Multimodal and Masterpiece Shipping, each a "Borrower" and collectively, the "Borrowers"), Agent and the Lenders from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make financial accommodations for the benefit of the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Loan Parties previously executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of August 27, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, on the date hereof, Grantor is entering into a joinder to the Collateral Agreement; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the ratable benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any belowmentioned licenses which, by their terms do not permit the assignment thereof, but solely to the

12254709v2 4975.335

TRADEMARK REEL: 007153 FRAME: 0630 extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
- 3. <u>COLLATERAL AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of Lenders, pursuant to the Collateral Agreement. 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same, instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

-2-

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.

HYBRID INTERNATIONAL FORWARDING,

LLC, a Georgia limited liability company

Name: Frank Shinnick

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: Rob Staky
Name: Rob Staky

Title: Vice President

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	REGIS. NUMBER	REGIS. DATE	GRANTOR
HYBRID INTERNATIONAL >> FORWARDING YOUR CARGO, OUR CARE!	4795577	08/18/15	Hybrid International Forwarding, LLC
HYBRID	4795576	08/18/15	Hybrid International Forwarding, LLC

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

RECORDED: 12/31/2020

TRADEMARK REEL: 007153 FRAME: 0634