

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARDINAL LOGISTICS MANAGEMENT CORPORATION		02/03/2021	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	FORTRESS CREDIT CORP.		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4724506		
Registration Number:	4563325	CARDINAL DEDICATED DELIVERY LOGISTICS	
Registration Number:	4546620		
Registration Number:	4402820	CARDINAL HOSTED LOGISTICS	
Registration Number:	4350697	CARDINAL HOSTED LOGISTICS	
Registration Number:	4136713	DYNAMIC WORKFLOW	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Kaitlin Bond		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Kaitlin Bond - 45968.0099		

CH \$165.00 4724506

NAME OF SUBMITTER:	KAITLIN BOND
SIGNATURE:	/KAITLIN BOND/
DATE SIGNED:	02/03/2021
Total Attachments: 5 source=Cardinal - Trademark Security Agreement (Executed)#page1.tif source=Cardinal - Trademark Security Agreement (Executed)#page2.tif source=Cardinal - Trademark Security Agreement (Executed)#page3.tif source=Cardinal - Trademark Security Agreement (Executed)#page4.tif source=Cardinal - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 3, 2021, by CARDINAL LOGISTICS MANAGEMENT CORPORATION, a North Carolina corporation (the “*Grantor*”), in favor of FORTRESS CREDIT CORP., a Delaware corporation, as administrative agent for the Lenders (as defined in the Loan Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of February 3, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), among CLH ACQUISITION CORPORATION, a Delaware corporation (“*Holdings*”), CARDINAL HOLDCO, LLC, a Delaware limited liability company (“*Cardinal Holdco*” and, together with the Grantor, “*Borrowers*”; and each, a “*Borrower*”), the other Restricted Subsidiaries of Holdings from time to time party thereto (together with Holdings, “*Guarantors*”; and each, a “*Guarantor*”), the several financial institutions from time to time party thereto, as Lenders, and the Administrative Agent, the Lenders have agreed to provide a credit facility to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to make their respective extensions of credit to the Borrowers under the Loan Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor under the Loan Agreement, hereby grants, pledges and collaterally assigns a security interest to the Administrative Agent, on behalf of itself and each other Lender, in the following of the Grantor (the “*Trademark Collateral*”):

1. all U.S. Trademark registrations and Trademark applications, including without limitation, those referred to on Schedule I hereto; and
2. all Proceeds of any or all of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding any of the foregoing, the Trademark Collateral shall not include any intent-to-use application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law.

Section 3. 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 Loan Agreement and the Grantor hereby acknowledges and affirms 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telefacsimile or in portable document format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. 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, the 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,

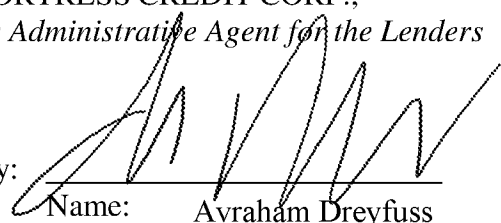
CARDINAL LOGISTICS MANAGEMENT
CORPORATION,
as Grantor

By: Michael C. Roberts
Name: Michael C. Roberts
Title: Chief Financial Officer and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

FORTRESS CREDIT CORP.,
as Administrative Agent for the Lenders




By:



Name: Avraham Dreyfuss
Title: Chief Financial Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

U.S. Trademark Registrations

Mark	Reg. No.	Reg. Date
	4724506	04/21/15
CARDINAL DEDICATED DELIVERY LOGISTICS and Design 	4563325	07/08/14
	4546620	06/10/14
CARDINAL HOSTED LOGISTICS	4402820	09/17/13
CARDINAL HOSTED LOGISTICS	4350697	06/11/13
DYNAMIC WORKFLOW	4136713	05/01/12