

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627590

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Randall-Reilly, LLC		02/19/2021	Limited Liability Company: DELAWARE
Central Analysis Bureau, Inc.		02/19/2021	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Antares Capital LP
Street Address:	500 W. Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 72

Property Type	Number	Word Mark
Registration Number:	2996134	AGGREGATES MANAGER
Registration Number:	4002199	AGGREGATES MANAGER
Registration Number:	3866192	BESTDRIVERJOBS
Registration Number:	3899572	BESTDRIVERJOBS
Registration Number:	5063626	BESTDRIVERJOBS
Registration Number:	5343900	BETTER ROADS
Registration Number:	2650873	BIG RIG OWNER
Registration Number:	3274108	CAREERS IN GEAR
Registration Number:	3223948	CCJ
Registration Number:	5352989	CCJ COMMERCIAL CARRIER JOURNAL
Registration Number:	1271293	COMMERCIAL CARRIER JOURNAL
Registration Number:	1844410	COMMERCIAL CARRIER JOURNAL
Registration Number:	2896485	COMPANY DRIVER
Registration Number:	4591132	CPC CARRIER PERFORMANCE CHECK
Registration Number:	3207354	DRIVING FORCE
Registration Number:	4462186	EDA
Registration Number:	6171707	EQUIPMENT EXPERTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1588818	EQUIPMENT WORLD
Registration Number:	5357576	EQUIPMENT WORLD
Registration Number:	2586735	ETRUCKER
Registration Number:	2471597	EVERYTHING TRUCKING
Registration Number:	4056928	FIT FOR THE ROAD
Registration Number:	5712288	G
Registration Number:	4623511	GETTRUCKERJOBS.COM
Registration Number:	5034785	JIGGYJOBS
Registration Number:	5034786	JIGGYJOBS.COM
Registration Number:	3699738	JJ JIGGYJOBS.COM
Registration Number:	5001089	LANE SEARCH PLUS
Registration Number:	4930752	LANESEARCH+ PLUS
Registration Number:	5719297	ONE SEARCH. ALL EQUIPMENT.
Registration Number:	1231069	OVERDRIVE
Registration Number:	1463441	OVERDRIVE
Registration Number:	5064434	OVERDRIVE
Registration Number:	0936648	OWNER OPERATOR
Registration Number:	2326899	PARTNERS IN BUSINESS
Registration Number:	2645150	PB
Registration Number:	1667220	PRIDE & POLISH
Registration Number:	4118986	PROPICKUP
Registration Number:	4118987	PROPICKUP
Registration Number:	3559057	R RANDALL REILLY
Registration Number:	3559058	RANDALL-REILLY
Registration Number:	4116250	RIGDIG
Registration Number:	2671639	RPC
Registration Number:	4805636	SEARCH. SORT. EXPORT.
Registration Number:	5722232	SHEDRIVES
Registration Number:	5722234	SHEDRIVES
Registration Number:	5722235	SHEDRIVES
Registration Number:	4484580	SMART RHINO LABS
Registration Number:	5142176	TDS REPORTS
Registration Number:	3079581	THE GREAT AMERICAN TRUCKING SHOW
Registration Number:	3221524	THE VOICE OF THE AMERICAN TRUCKER
Registration Number:	6195332	THE VOICE OF THE AMERICAN TRUCKER OVERDR
Registration Number:	1498622	TOP BID
Registration Number:	3561076	TOP BID
Registration Number:	5453035	TOTAL LANDSCAPE CARE

Property Type	Number	Word Mark
Registration Number:	6142817	TPS
Registration Number:	4757775	TRANSPORTATION DATA SOURCE
Registration Number:	5958095	TRUCKER GEAR
Registration Number:	5325919	TRUCKERS NEWS
Registration Number:	4265348	TRUCKING'S TOP ROOKIE
Registration Number:	6142818	TRUCKS PARTS SERVICE TPS
Registration Number:	6132228	TRUCKS, PARTS, SERVICE
Registration Number:	2456685	TRUCKSTOPS EXPRESS
Registration Number:	2484253	TRUCKSTOPS EXPRESS
Registration Number:	4737340	TURBO SEARCH
Registration Number:	5076082	CAB REPORT
Registration Number:	4452667	CHAMELEON CARRIER
Registration Number:	4920806	SUBMISSION REPORT
Registration Number:	4930425	VITAL
Serial Number:	90241759	BASICS CALCULATOR
Serial Number:	90242007	MC ADVANTAGE
Serial Number:	90295526	MC DASHBOARD

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	43167-2
NAME OF SUBMITTER:	Renee M. Prescan
SIGNATURE:	/Renee M. Prescan/
DATE SIGNED:	02/22/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 19, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 19, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Trunk Intermediate, Inc., a Delaware corporation, Trunk Acquisition, Inc., a Delaware corporation, the other Persons party thereto that are designated as Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of February 19, 2021, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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 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 Borrower thereunder, and to induce the Secured Swap Providers to enter into the Secured Rate Contracts, each Grantor hereby agrees with 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. Each 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, hereby pledges and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (which shall exclude all Excluded Property, including, without limitation, “intent to use” Trademark applications for which a statement of use has not been filed and accepted with

the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(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, misappropriation, dilution, violation or other impairment thereof.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

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.

Section 7. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be immediately and automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall immediately and automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

RANDALL-REILLY, LLC,
as Grantor

By: 
Name: Kim Fieldbinder
Title: Chief Financial Officer

CENTRAL ANALYSIS BUREAU, INC.,
as Grantor

By: 
Name: Kim Fieldbinder
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007199 FRAME: 0704

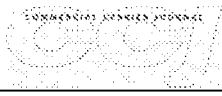
ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: Frank Natta
Name: Frank Natta
Its: Duly Authorized Signatory



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT



Trademark Registrations and Applications

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
AGGREGATES MANAGER	16	76589608 21-APR-2004	2996134 13-SEP-2005	Randall-Reilly, LLC
AGGREGATES MANAGER	16	85198100 15-DEC-2010	4002199 26-JUL-2011	Randall-Reilly, LLC
BESTDRIVERJOBS	16	85975013 01-APR-2010	3866192 19-OCT-2010	Randall-Reilly, LLC
BESTDRIVERJOBS	35	85004435 01-APR-2010	3899572 04-JAN-2011	Randall-Reilly, LLC
BESTDRIVERJOBS	16	86935381 10-MAR-2016	5063626 18-OCT-2016	Randall-Reilly, LLC
BETTER ROADS	35, 37, 41	87043310 19-MAY-2016	5343900 28-NOV-2017	Randall-Reilly, LLC
BIG RIG OWNER	16	76336745 13-NOV-2001	2650873 12-NOV-2002	Randall-Reilly, LLC
CAREERS IN GEAR	35	77078647 09-JAN-2007	3274108 07-AUG-2007	Randall-Reilly, LLC
CCJ	16, 39	78612770 20-APR-2005	3223948 03-APR-2007	Randall-Reilly, LLC
CCJ COMMERCIAL CARRIER JOURNAL 	39, 41	86967395 07-APR-2016	5352989 12-DEC-2017	Randall-Reilly, LLC
COMMERCIAL CARRIER JOURNAL	16	73398748 30-SEP-1982	1271293 20-MAR-1984	Randall-Reilly, LLC
COMMERCIAL CARRIER JOURNAL	16	74413830 19-JUL-1993	1844410 12-JUL-1994	Randall-Reilly, LLC
COMPANY DRIVER	16	78324804 07-NOV-2003	2896485 19-OCT-2004	Randall-Reilly, LLC

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
CPC CARRIER PERFORMANCE CHECK 	45	85872175 11-MAR-2013	4591132 26-AUG-2014	Randall-Reilly, LLC
DRIVING FORCE	16	78507698 28-OCT-2004	3207354 13-FEB-2007	Randall-Reilly, LLC
EDA	35, 38	85939069 22-MAY-2013	4462186 07-JAN-2014	Randall-Reilly, LLC
EQUIPMENT EXPERTS	35	88877233 17-APR-2020	6171707 06-OCT-2020	Randall-Reilly, LLC
EQUIPMENT WORLD	16	73809794 29-JUN-1989	1588818 27-MAR-1990	Randall-Reilly, LLC
EQUIPMENT WORLD	35, 37, 41	87043330 19-MAY-2016	5357576 19-DEC-2017	Randall-Reilly, LLC
ETRUCKER	39	75808897 27-SEP-1999	2586735 25-JUN-2002	Randall-Reilly, LLC
EVERYTHING TRUCKING	39	76086787 11-JUL-2000	2471597 24-JUL-2001	Randall-Reilly, LLC
FIT FOR THE ROAD	16, 35, 41, 44	77926579 03-FEB-2010	4056928 15-NOV-2011	Randall-Reilly, LLC
G 	42	87772744 26-JAN-2018	5712288 02-APR-2019	Randall-Reilly, LLC
GETTRUCKERJOBS.COM	35	86062022 11-SEP-2013	4623511 21-OCT-2014	Randall-Reilly, LLC
JIGGYJOBS	35	86761696 18-SEP-2015	5034785 06-SEP-2016	Randall-Reilly, LLC
JIGGYJOBS.COM	35	86761705 18-SEP-2015	5034786 06-SEP-2016	Randall-Reilly, LLC
JJ JIGGYJOBS.COM 	35	77400257 19-FEB-2008	3699738 20-OCT-2009	Randall-Reilly, LLC
LANE SEARCH PLUS	39	86574482 24-MAR-2015	5001089 19-JUL-2016	Randall-Reilly, LLC

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
LANESEARCH+ PLUS 	39	86574490 24-MAR-2015	4930752 05-APR-2016	Randall-Reilly, LLC
ONE SEARCH. ALL EQUIPMENT.	42	87772448 26-JAN-2018	5719297 09-APR-2019	Randall-Reilly, LLC
OVERDRIVE	16	73355457 19-MAR-1982	1231069 15-MAR-1983	Randall-Reilly, LLC
OVERDRIVE 	16	73617840 02-SEP-1986	1463441 03-NOV-1987	Randall-Reilly, LLC
OVERDRIVE	39, 41	87043321 19-MAY-2016	5064434 18-OCT-2016	Randall-Reilly, LLC
OWNER OPERATOR	16	72339139 29-SEP-1969	0936648 27-JUN-1972	Randall-Reilly, LLC
PARTNERS IN BUSINESS	41	75727180 10-JUN-1999	2326899 07-MAR-2000	Randall-Reilly, LLC
PB 	16, 39, 41	76105495 07-AUG-2000	2645150 05-NOV-2002	Randall-Reilly, LLC
PRIDE & POLISH	35	74040081 19-MAR-1990	1667220 03-DEC-1991	Randall-Reilly, LLC
PROPICKUP	16	77899256 22-DEC-2009	4118986 27-MAR-2012	Randall-Reilly, LLC
PROPICKUP	41	77899266 22-DEC-2009	4118987 27-MAR-2012	Randall-Reilly, LLC
R RANDALL REILLY 	16, 35, 37, 41	78801310 27-JAN-2006	3559057 06-JAN-2009	Randall-Reilly, LLC
RANDALL-REILLY	16, 37, 41	78801316 27-JAN-2006	3559058 06-JAN-2009	Randall-Reilly, LLC
RIGDIG	35	85312931 05-MAY-2011	4116250 20-MAR-2012	Randall-Reilly, LLC
RPC 	9, 16, 41	76327949 19-OCT-2001	2671639 07-JAN-2003	Randall-Reilly, LLC

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
SEARCH. SORT. EXPORT.	39	86286298 20-MAY-2014	4805636 01-SEP-2015	Randall-Reilly, LLC
SHEDRIVES	9	88108690 07-SEP-2018	5722232 09-APR-2019	Randall-Reilly, LLC
SHEDRIVES	35	88108697 07-SEP-2018	5722234 09-APR-2019	Randall-Reilly, LLC
SHEDRIVES	41	88108707 07-SEP-2018	5722235 09-APR-2019	Randall-Reilly, LLC
SMART RHINO LABS	35	85973317 28-JUN-2013	4484580 18-FEB-2014	Randall-Reilly, LLC
TDS REPORTS	41	86336563 14-JUL-2014	5142176 14-FEB-2017	Randall-Reilly, LLC
THE GREAT AMERICAN TRUCKING SHOW	35	78612574 20-APR-2005	3079581 11-APR-2006	Randall-Reilly, LLC
THE VOICE OF THE AMERICAN TRUCKER	16	78679362 27-JUL-2005	3221524 27-MAR-2007	Randall-Reilly, LLC
THE VOICE OF THE AMERICAN TRUCKER OVERDRIVE	16	88925644 20-MAY-2020	6195332 10-NOV-2020	Randall-Reilly, LLC
TOP BID 	16	73702677 24-DEC-1987	1498622 02-AUG-1988	Randall-Reilly, LLC
TOP BID	16	77535113 30-JUL-2008	3561076 13-JAN-2009	Randall-Reilly, LLC
TOTAL LANDSCAPE CARE	35, 41, 44	87619551 22-SEP-2017	5453035 24-APR-2018	Randall-Reilly, LLC
TPS	16, 35, 37, 41	88339830 14-MAR-2019	6142817 01-SEP-2020	Randall-Reilly, LLC
TRANSPORTATION DATA SOURCE	42	86286284 20-MAY-2014	4757775 16-JUN-2015	Randall-Reilly, LLC
TRUCKER GEAR 	35, 41	88537031 25-JUL-2019	5958095 07-JAN-2020	Randall-Reilly, LLC
TRUCKERS NEWS	41	86835703 01-DEC-2015	5325919 31-OCT-2017	Randall-Reilly, LLC
TRUCKING'S TOP ROOKIE	35	85399412 16-AUG-2011	4265348 25-DEC-2012	Randall-Reilly, LLC

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
TRUCKS PARTS SERVICE TPS 	16, 35, 37, 41	88339834 14-MAR-2019	6142818 01-SEP-2020	Randall-Reilly, LLC
TRUCKS, PARTS, SERVICE	16, 35, 37, 41	88339831 14-MAR-2019	6132228 18-AUG-2020	Randall-Reilly, LLC
TRUCKSTOPS EXPRESS	35, 39	75669627 29-MAR-1999	2456685 05-JUN-2001	Randall-Reilly, LLC
TRUCKSTOPS EXPRESS 	35, 39	75669628 29-MAR-1999	2484253 04-SEP-2001	Randall-Reilly, LLC
TURBO SEARCH	42	85872180 11-MAR-2013	4737340 19-MAY-2015	Randall-Reilly, LLC
BASICS CALCULATOR	35, 36, 39	90241759 08-OCT-2020		Central Analysis Bureau, Inc.
CAB REPORT	36	86526979 06-FEB-2015	5076082 08-NOV-2016	Central Analysis Bureau, Inc.
CHAMELEON CARRIER	35	85586687 02-APR-2012	4452667 17-DEC-2013	Central Analysis Bureau, Inc.
MC ADVANTAGE	35, 39	90242007 08-OCT-2020		Central Analysis Bureau, Inc.
MC DASHBOARD	35, 39	90295526 03-NOV-2020		Central Analysis Bureau, Inc.
SUBMISSION REPORT	35, 36	86526950 06-FEB-2015	4920806 22-MAR-2016	Central Analysis Bureau, Inc.
VITAL	35, 36	86527023 06-FEB-2015	4930425 05-APR-2016	Central Analysis Bureau, Inc.