

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIT Worldwide Logistics, Inc.		04/06/2021	Corporation: ILLINOIS
Summit Expedited Logistics Inc.		04/06/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3200736	AIT WORLDWIDE LOGISTICS	
Registration Number:	3200737	AIT WORLDWIDE LOGISTICS	
Registration Number:	3484200	AIT WORLDWIDE LOGISTICS	
Registration Number:	4773979	OUR PEOPLE DELIVER	
Registration Number:	5930298	WORLD FRESH EXPRESS	
Registration Number:	4303736	SUMMIT EXPEDITED LOGISTICS	
Registration Number:	4426072	SUMMIT EXPEDITED LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		

OP \$190.00 3200736

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/06/2021
Total Attachments: 6 source=07. Simba - Trademark Security Agreement#page1.tif source=07. Simba - Trademark Security Agreement#page2.tif source=07. Simba - Trademark Security Agreement#page3.tif source=07. Simba - Trademark Security Agreement#page4.tif source=07. Simba - Trademark Security Agreement#page5.tif source=07. Simba - Trademark Security Agreement#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. AIT Worldwide Logistics, Inc.
- 2. Summit Expedited Logistics Inc.

- Individual(s) Association
 Partnership Limited Partnership

Corporation- State: 1. IL; 2. IL

Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 6, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Goldman Sachs Bank USA

Street Address: 200 West Street

City: New York

State: NY

Country: USA Zip: 10282

Individual(s) Citizenship _____

Association Citizenship USA

Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Chartered Bank Citizenship USA-NY

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera

Signature

Elaine Carrera

Name of Person Signing

April 6, 2021

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0146, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of April 6, 2021, between each signatory hereto (each, a “Grantor”) in favor of GOLDMAN SACHS BANK USA, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain First Lien Guarantee and Collateral Agreement, dated as of April 6, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the First Lien Guarantee and Collateral Agreement), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the First Lien Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of each Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement 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. Delivery of an executed counterpart of a signature page of this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

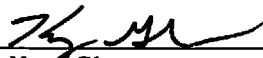
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the First Lien Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the First Lien Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the First Lien Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the First Lien Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

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

AIT WORLDWIDE LOGISTICS, INC.
SUMMIT EXPEDITED LOGISTICS INC.,
each as a Grantor

By: 
Name: Kory Glen
Title: Vice President and Treasurer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007247 FRAME: 0499

GOLDMAN SACHS BANK USA,
as Collateral Agent

By:  _____

Name: Robert Ehudin
Title: Authorized Signatory

SCHEDULE I

Registered Trademarks:

<u>Owner</u>	<u>Trademark / Service Mark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
AIT Worldwide Logistics, Inc.	AIT WORLDWIDE LOGISTICS	3,200,736	January 23, 2007	U.S.
AIT Worldwide Logistics, Inc.	AIT WORLDWIDE LOGISTICS	3,200,737	January 23, 2007	U.S.
AIT Worldwide Logistics, Inc.	AIT WORLDWIDE LOGISTICS & Design	3,484,200	August 12, 2008	U.S.
AIT Worldwide Logistics, Inc.	OUR PEOPLE DELIVER	4,773,979	July 14, 2015	U.S.
AIT Worldwide Logistics, Inc.	WORLD FRESH EXPRESS	5,930,298	December 10, 2019	U.S.
Summit Expedited Logistics, Inc.	SUMMIT EXPEDITED LOGISTICS	4,303,736	March 19, 2013	U.S.
Summit Expedited Logistics, Inc.	SUMMIT EXPEDITED LOGISTICS Logo	4,426,072	October 29, 2013	U.S.