

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM637602

<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>
AIT Worldwide Logistics, Inc.		04/06/2021	Corporation: ILLINOIS
Summit Expedited Logistics Inc		04/06/2021	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barings Finance LLC		
<b>Street Address:</b>	300 S. Tryon Street		
<b>Internal Address:</b>	Suite 2500		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3200736	AIT WORLDWIDE LOGISTICS	
<b>Registration Number:</b>	3200737	AIT WORLDWIDE LOGISTICS	
<b>Registration Number:</b>	3484200	AIT WORLDWIDE LOGISTICS	
<b>Registration Number:</b>	4773979	OUR PEOPLE DELIVER	
<b>Registration Number:</b>	5930298	WORLD FRESH EXPRESS	
<b>Registration Number:</b>	4303736	SUMMIT EXPEDITED LOGISTICS	
<b>Registration Number:</b>	4426072	SUMMIT EXPEDITED LOGISTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4155911000		
<b>Email:</b>	TrademarksCH@winston.com		
<b>Correspondent Name:</b>	Laura M. Franco, Winston & Strawn LLP		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-5840		
<b>NAME OF SUBMITTER:</b>	Laura M. Franco		

CH \$190.00 3200736

<b>SIGNATURE:</b>	/Laura M. Franco/
<b>DATE SIGNED:</b>	04/07/2021
<b>Total Attachments: 5</b> source=Barings - AIT - 2L Trademark Security Agreement (Executed)#page1.tif source=Barings - AIT - 2L Trademark Security Agreement (Executed)#page2.tif source=Barings - AIT - 2L Trademark Security Agreement (Executed)#page3.tif source=Barings - AIT - 2L Trademark Security Agreement (Executed)#page4.tif source=Barings - AIT - 2L Trademark Security Agreement (Executed)#page5.tif	

**SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of April 6, 2021, between each signatory hereto (each a “Grantor”) in favor of BARINGS FINANCE LLC, 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 Second 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 “Second Lien Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Second 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 Second 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 of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the 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 Second 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 Second 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 Second Lien Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement or the Credit Agreement shall govern.

SECTION 6. Subject to the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent or any Secured Party hereunder are subject to the provisions of the Intercreditor Agreement, dated April 6, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Goldman Sachs Bank USA, as First Lien Agent, Barings Finance LLC, as Second Lien Agent, each other Representative from time to time party thereto, and acknowledged by the Grantors (as defined therein) and other persons from time to time party thereto. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

[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 Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007248 FRAME: 0932**

**BARINGS FINANCE LLC,**  
as Collateral Agent

A handwritten signature in black ink, appearing to read 'J Lee', is written over a horizontal dotted line.

Name: Jessica Lee  
Title: Managing Director

**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.