

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640889

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Flexi-Van Leasing, LLC		04/19/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A., as Collateral Agent		
<b>Street Address:</b>	388 Greenwich Street, 7th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90351198	FLEXIVAN POWERED BY AIM 360	
<b>Serial Number:</b>	90263481	FLEXIVAN	
<b>Serial Number:</b>	90351218	FLEXIVAN POWERED BY AIM360	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4756		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1359498 TM		
<b>NAME OF SUBMITTER:</b>	Christian Craft		
<b>SIGNATURE:</b>	/Christian Craft/		
<b>DATE SIGNED:</b>	04/21/2021		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of April 19, 2021, is made by Flexi-Van Leasing, LLC, a Delaware limited liability company (the "*Grantor*") in favor of Citibank, N.A., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Flexi-Van Intermediate Holdings, LLC, a Delaware limited liability company ("*Holdings*"), and Flexi-Van Leasing, LLC, a Delaware limited liability company (the "*Company*"), are party to the a Credit Agreement dated as of February 18, 2020, with Citibank, N.A., as Collateral Agent, Bank of America, N.A. as the Additional Collateral Agent, the other Guarantors and the Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "*Credit Agreement*");

WHEREAS, as a condition precedent to the entering into of the Credit Agreement, the maintaining and making of the Loans, the issuance of Letters of Credit by any Letter of Credit Issuer and Lenders' and their Affiliates willingness to extend other financial accommodations under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of February 18, 2020 made by the Grantor, certain other parties and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"; capitalized terms used but not defined herein shall have the meanings ascribed therein);

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the USPTO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the due and prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) by each Grantor of all of its present and future Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in or to any and all of the following properties and assets of such Grantor and all powers and rights of such Grantor in all of the following (including the power to transfer rights in the following), whether now owned or existing or at any time hereafter acquired or arising, regardless of where located (the "*IP Collateral*"): the trademark applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and, to the extent agreed upon and applicable, any other applicable government office, record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between this IP Security Agreement and the Security Agreement, the Security Agreement shall govern and control

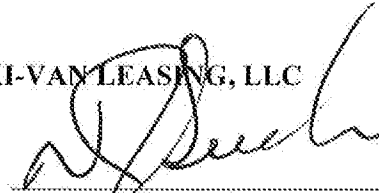
SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLEXI-VAN LEASING, LLC

By:



Name: Nathaniel Seeds

Title: Chief Operating Officer

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**FLEXI-VAN LEASING, LLC**

By: \_\_\_\_\_  
Name:  
Title:

COLLATERAL AGENT:

**CITIBANK, N.A., as Collateral Agent**

By:  \_\_\_\_\_  
Name: Christopher Marino  
Title: Vice President & Director

**SCHEDULE A**

**Trademark Applications**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Owner</b>
FLEXIVAN POWERED BY AIM 360	90351198	December 1, 2020	Flexi-Van Leasing, LLC
FLEXIVAN	90263481	October 19, 2020	Flexi-Van Leasing, LLC
FLEXIVAN POWERED BY AIM360	90351218	December 1, 2020	Flexi-Van Leasing, LLC