

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645082

<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>
JONES EXPRESS, INC.		05/07/2021	Corporation: PENNSYLVANIA
JONES MOTOR GROUP, INC.		05/07/2021	Corporation: PENNSYLVANIA
JONES MOTOR CO., INC.		05/07/2021	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA, as Collateral Agent		
<b>Street Address:</b>	2001 Ross Avenue, Suite 2800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1560178	JONES EXPRESS	
<b>Registration Number:</b>	1210027	JONES MOTOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>	3128637198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy J. Brougher, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe, Suite 3300		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	6262.061		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	05/07/2021		
<b>Total Attachments: 6</b>			

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THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 7, 2021, is made by each of the entities listed on the signature pages hereof as a Grantor (each a "Grantor" and, collectively, the "Grantors"), in favor of **GOLDMAN SACHS BANKS USA**, in its capacity as collateral agent for the Secured Parties ("Collateral Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of May 7, 2021, by and among **KEYSTONE MIDCO, LLC**, a Delaware limited liability company ("**Holdings**"), **KEYSTONE PURCHASER, LLC**, a Delaware limited liability company, as a Company and Company Representative, the other Companies from time to time party thereto, as borrowers, certain Subsidiaries of Holdings party thereto from time to time, as Guarantors, the Lenders party thereto from time to time, **COMVEST CREDIT PARTNERS V, L.P.**, as a Co-Lead Arranger and **GOLDMAN SACHS BANK USA**, as Administrative Agent and Collateral Agent for the Lenders, and as a Co-Lead Arranger (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed to make extensions of credit and other financial accommodations to the Credit Parties;

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of May 7, 2021, by and among the Grantors (as defined therein) party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), as security for all Secured Obligations, each Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Trademarks of such Grantor, whether now owned or existing or hereafter acquired or arising, except, in each case, to the extent that such assets are excluded from the definition of Collateral pursuant to Section 2.2 of the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on, all of such Grantor's presently existing or hereafter acquired right, title and interest in and to all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, the Trademarks set forth on Schedule A hereto, except, in each case, to the extent that such assets are excluded from the definition of Collateral pursuant to Section 2.2 of the Security Agreement (collectively, the "Trademark Collateral").

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral

Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

6. Termination. This Agreement and all security interests in the Trademarks granted hereby shall be automatically and without further action by any Person (as defined in the Credit Agreement) terminated when all the Secured Obligations have been Paid in Full (as defined in the Credit Agreement).

[Signature Pages Follow]

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

JONES EXPRESS, INC.,  
JONES MOTOR GROUP, INC., each, as  
a Grantor

By: Ronald B. Carlson  
Name: Ronald B. Carlson  
Title: Treasurer

JONES MOTOR CO., INC., as a Grantor,

By: \_\_\_\_\_  
Name: Adam Muretisch  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED  
as of the date first above written:

GOLDMAN SACHS BANK USA, as  
Collateral Agent

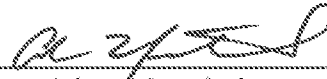
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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JONES EXPRESS, INC.,  
JONES MOTOR GROUP, INC., each, as  
a Grantor

By: \_\_\_\_\_  
Name: Ronald B. Carlson  
Title: Treasurer

JONES MOTOR CO., INC., as a Grantor,

By:  \_\_\_\_\_  
Name: Adam Muretisch  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED  
as of the date first above written:

GOLDMAN SACHS BANK USA, as  
Collateral Agent

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

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

**JONES EXPRESS, INC.**  
**JONES MOTOR GROUP, INC.**, each, as  
a Grantor

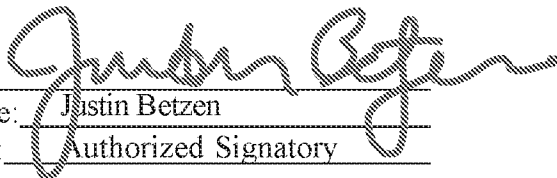
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JONES MOTOR CO., INC.**, as a Grantor

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

ACCEPTED AND ACKNOWLEDGED  
as of the date first above written:

**GOLDMAN SACHS BANK USA**, as  
Collateral Agent

By:   
Name: Justin Betzen  
Title: Authorized Signatory

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

<b>TRADEMARK</b>	<b>SERIAL NUMBER</b>	<b>REG. NUMBER</b>	<b>REG. DATE</b>
JONES EXPRESS	73759791	1560178	10/10/89
JONES MOTOR	73290264	1210027	09/21/82

2. TRADEMARK APPLICATIONS

None.