

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM657857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boasso America Corporation		07/01/2021	Corporation: LOUISIANA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2335172	BOASSO AMERICA	
Registration Number:	2340544	BOASSO AMERICA	
Registration Number:	2335165	BOASSO AMERICA	
Registration Number:	2340545	BOASSO AMERICA	
Registration Number:	2382040	GULF STATES INTERMODAL, INC.	
Registration Number:	5825757	BOASSO GLOBAL	
Registration Number:	5825731	BOASSO GLOBAL	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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:	2125305878		
Email:	dcip@milbank.com		
Correspondent Name:	John Garces, Esq.		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Milbank, LLP		
Address Line 4:	New York, NEW YORK 10001-2163		
ATTORNEY DOCKET NUMBER:	30045.00352		
NAME OF SUBMITTER:	John Garces		
SIGNATURE:	/John Garces/		

CH \$190.00 2335172

DATE SIGNED:	07/02/2021
Total Attachments: 5 source=Boasso - Trademark Security Agreement [Executed]#page1.tif source=Boasso - Trademark Security Agreement [Executed]#page2.tif source=Boasso - Trademark Security Agreement [Executed]#page3.tif source=Boasso - Trademark Security Agreement [Executed]#page4.tif source=Boasso - Trademark Security Agreement [Executed]#page5.tif	

EXECUTION VERSION

SHORT FORM TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated July 1, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION (“Wilmington Trust”) as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, GRUDEN ACQUISITION, INC., a Delaware corporation (the “Borrower”), GRUDEN HOLDINGS, INC., a Delaware corporation (“Holdings”), Wilmington Trust, as Administrative Agent and the Collateral Agent, each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and L/C Issuer from time to time party thereto have entered into the Credit Agreement dated as of July 1, 2021 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(a) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties,

fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement] secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark 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 5. Grants, Rights and Remedies. This Trademark 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 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 the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

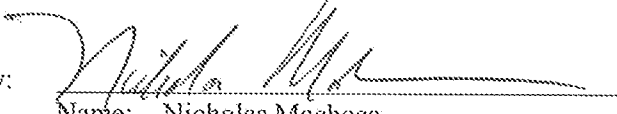
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

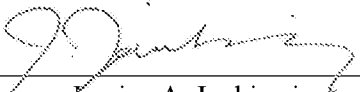
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BOASSO AMERICA CORPORATION,
as a Grantor

By: 
Name: Nicholas Macheca
Title: Senior Vice President - U.S. Operations

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By:


Name: Jessica A. Jankiewicz

Title: Assistant Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark	Serial Number	Reg. Number	App. Date	Reg. Date	Owner
BOASSA AMERICA	75616830	2335172	06-JAN-1999	28-MAR-2000	Boasso America Corporation
BOASSA AMERICA	75616510	2340544	06-JAN-1999	11-APR-2000	Boasso America Corporation
BOASSA AMERICA	75616468	2335165	06-JAN-1999	28-MAR-2000	Boasso America Corporation
BOASSA AMERICA	75616512	2340545	06-JAN-1999	11-APR-2000	Boasso America Corporation
GULF STATES INTERMODAL, INC.	75215899	2382040	19-DEC-1996	05-SEP-2000	Boasso America Corporation
BOASSO GLOBAL	88235194	5825757	19-DEC-2018	06-AUG-2019	Boasso America Corporation
BOASSO GLOBAL	88234190	5825731	18-DEC-2018	06-AUG-2019	Boasso America Corporation