

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NAVIS LP		07/01/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC, as the Collateral Agent		
Street Address:	40 West 57th Street, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3125355	NAVIS	
Registration Number:	3125357	NAVIS	
Registration Number:	2934604	NAVIS POWERSTOW	
Registration Number:	5502548	OCTOPI	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	050485-0170		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	07/08/2021		

OP \$115.00 3125355

Total Attachments: 4

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GRANT OF A SECURITY INTEREST – TRADEMARKS

July 1, 2021

WHEREAS, each of PINC SOLUTIONS, a California corporation, SHIPXPRESS LLC, a Delaware limited liability company, NAVIS LP, a Delaware limited partnership, and RailCarRx, Inc. (each a “Grantor”), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed next to such Grantor’s name on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated as of July 1, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of HPS Investment Partners, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

If any conflict or inconsistency exists between this Grant of Security Interest – Trademarks and the Security Agreement, the Security Agreement shall govern.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

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

PINC SOLUTIONS

By: Kirk Knauff
Name: Kirk Knauff
Title: CEO, President and Secretary

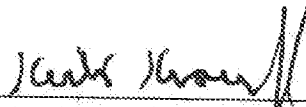
SHIPXPRESS LLC

By: Kirk Knauff
Name: Kirk Knauff
Title: CEO, President and Secretary

RAILCARRX, INC.



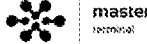






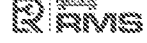

By: Kirk Knauff
Name: Kirk Knauff
Title: CEO, President and Secretary

[Signature Page to Trademark Security Agreement]

By: 
Name: Kirk Knauff
Title: Secretary

[Signature Page to Trademark Security Agreement]

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
NAVIS 	76582196 22-MAR-2004	3125355 08-AUG-2006	Renewed in 2016	Navis LP
NAVIS 	76582198 22-MAR-2004	3125357 08-AUG-2006	Renewed in 2016	Navis LP
NAVIS POWERSTOW	76582431 23-MAR-2004	2934604 22-MAR-2005	Renewed in 2015	Navis LP
MASTER TERMINAL 	79140390 07-OCT-2013	4658114 23-DEC-2014	Registered Section 66(a)	Navis LP
OCTOPI	87689557 17-NOV-2017	5502548 26-JUN-2018	Registered	Navis LP
PINC VISIBILITY. ORCHESTRATED. 	88975331 24-JUL-2018	6029359 07-APR-2020	Registered	PINC Solutions
PINC AIR 	88975334 24-JUL-2018	6029360 07-APR-2020	Registered	PINC Solutions
PINC 	88975335 24-JUL-2018	6029361 07-APR-2020	Registered	PINC Solutions
PINC 	88050916 24-JUL-2018	6185659 27-OCT-2020	Registered	PINC Solutions
PINC ACCURACY DELIVERED 	88052856 25-JUL-2018	6208324 01-DEC-2020	Registered	PINC Solutions
RAILCARRX 	86461627 21-NOV-2014	4776585 21-JUL-2015	Registered	RailCarRX, Inc.
R RAILCARRX RMS 	87556577 04-AUG-2017	5436773 03-APR-2018	Registered	RailCarRX, Inc.
R 	87559136 07-AUG-2017	5412885 27-FEB-2018	Registered	RailCarRX, Inc.
SHIPPERCONNECT	78560761 04-FEB-2005	3054747 31-JAN-2006	Renewed in 2016	ShipXpress LLC
RIPTRACK	76058931 30-MAY-2000	2531548 22-JAN-2002	Renewed in 2011	ShipXpress LLC