

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evans Delivery Company, Inc.		08/19/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4726896	PI POLARIS INTERMODAL	
Registration Number:	4726897	POLARIS INTERMODAL	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0603		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	08/19/2021		
Total Attachments: 5			
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OP \$65.00 4726896

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of August 19, 2021 (this “Agreement”), among Evans Delivery Company, Inc., a Pennsylvania corporation, E.F. Corporation, a Pennsylvania corporation and GWTM, LLC, a Delaware limited liability company (each, a “Grantor”) and Antares Capital LP, as administrative agent and collateral agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of August 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among Lancet Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), Lancet Merger Sub, Inc., a Delaware corporation (the “Initial Borrower”) (to be merged on the Effective Date with and into the Borrower, with the Borrower to be the surviving corporation of the Merger), ENC Parent Corporation, a Delaware corporation (the “Borrower”), the lenders from time to time party thereto and Antares Capital LP, as administrative agent, and (b) the First Lien Collateral Agreement dated of even date with the First Lien Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under all of such Grantor’s Trademarks, including, but not limited to, the trademark applications and trademark registrations referred to in Schedule I attached hereto and all goodwill associated therewith or symbolized thereby; (ii) all claims for, and rights to sue for, past, present or future infringements and other violations thereof; (iii) all Proceeds of the foregoing, including, without limitation, all income, license fees, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements or other violations thereof; and (iv) all other rights corresponding thereto throughout the United States (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such trademark, intent-to-use trademark application, or resulting trademark

registration or result in cancellation of such trademark application or registration under applicable federal law.

Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

Termination. Upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate immediately and automatically and the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the pledge, grant, lien and Security Interest in the Trademark Collateral under this Agreement.

Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

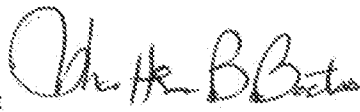
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EVANS DELIVERY COMPANY, INC.,
as a Grantor

By: 
Name: Matthew Bates
Title: Chief Executive Officer

GWTM, LLC,
as a Grantor

By: 
Name: Matthew Bates
Title: Chief Executive Officer


E.F. CORPORATION,
as a Grantor

By: 
Name: Matthew Bates
Title: Chief Executive Officer

ANTARES CAPITAL LP, as Administrative Agent

By: 
Name: Jeffrey Lorefice
Title: Duly Authorized Signatory

TRADEMARK COLLATERAL

MARK	Owner of Record	COUNTRY	SER. NO.	FILING DATE	REG. NO.	REG. DATE
	Evans Delivery Company, Inc.	U.S.	86376730	26-AUG-2014	4726896	28-APR-2015
POLARIS INTERMODAL	Evans Delivery Company, Inc.	U.S.	86376734	26-AUG-2014	4726897	28-APR-2015
	E.F. Corporation d/b/a West Motor Freight of PA	U.S.	74561643	16-AUG-1994	1957234	20-FEB-1996
PACKARD	E.F. Corporation d/b/a West Motor Freight of PA	U.S.	75088515	15-APR-1996	2039071	18-FEB-1997
GREATWIDE	GWTM, LLC	U.S.	78730223	10-OCT-2005	3428304	13-MAY-2008
GREATWIDE AMERICAN TRANS FREIGHT	GWTM, LLC	U.S.	78800403	26-JAN-2006	3396174	11-MAR-2008
GREATWIDE CHEETAH TRANSPORTATION	GWTM, LLC	U.S.	78800399	26-JAN-2006	3393168	04-MAR-2008
GREATWIDE DALLAS MAVIS	GWTM, LLC	U.S.	78800390	26-JAN-2006	3393167	04-MAR-2008
GREATWIDE DEDICATED TRANSPORT	GWTM, LLC	U.S.	78776497	19-DEC-2005	3399737	18-MAR-2008
GREATWIDE DISTRIBUTION LOGISTICS	GWTM, LLC	U.S.	78776484	19-DEC-2005	3410611	08-APR-2008
GREATWIDE LOGISTICS SERVICES	GWTM, LLC	U.S.	78776494	19-DEC-2005	3393109	04-MAR-2008
GREATWIDE TRUCKLOAD MANAGEMENT	GWTM, LLC	U.S.	78776501	19-DEC-2005	3410612	08-APR-2008