

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM676603

<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>
PROTRANS INTERNATIONAL, LLC		09/24/2021	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA		
<b>Street Address:</b>	2001 Ross Ave., Suite 2800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Chartered Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2207108	PROTRANS INTERNATIONAL, INC.	
<b>Registration Number:</b>	2554659	DEFINING SUPPLY CHAIN MANAGEMENT	
<b>Registration Number:</b>	2544779	PROTRANS	
<b>Registration Number:</b>	4583341	DEFINING SUPPLY CHAIN MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	1404215366413664		
<b>Email:</b>	afasolino@kslaw.com		
<b>Correspondent Name:</b>	Anthony Fasolino		
<b>Address Line 1:</b>	1180 Peachtree St NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Anthony Fasolino		
<b>SIGNATURE:</b>	/Anthony Fasolino/		
<b>DATE SIGNED:</b>	09/24/2021		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of September 24, 2021, by PROTRANS INTERNATIONAL, LLC, an Indiana limited liability company (“**Grantor**”), in favor of GOLDMAN SACHS BANK USA, in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “**Grantee**”).

**WHEREAS**, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed 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**, the Grantor has entered into a Pledge and Security Agreement, dated as of even date herewith (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties, a continuing first priority security interest in all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below) to secure the prompt payment, performance and observance of the Secured Obligations.

**NOW, THEREFORE**, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Secured Parties, a continuing first priority security interest in the following, whether presently or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule A hereto but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 intent-to-use trademark application under applicable federal law;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License, and the applications and registrations thereof;
- (d) all products and proceeds of the foregoing, 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.

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

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark 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.

The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

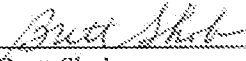
In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

*[Remainder of page intentionally left blank]*

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

PROTRANS INTERNATIONAL, LLC

By:   
Name: Brett Shobe  
Title: Vice President

**ACKNOWLEDGED AND AGREED:**

GOLDMAN SACHS BANK USA

By:  \_\_\_\_\_ *EH*

Name: Greg Watts

Title: Authorized Signatory

SCHEDULE A TO GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations and Applications

<u>Trademark Owner</u>	<u>Trademark Name</u>	<u>Registration Country</u>	<u>Registration Number</u>
ProTrans International, Inc.	ProTrans International, Inc.	USA	2207108
ProTrans International, Inc	Defining Supply Chain Management	USA	2554659
ProTrans International, Inc.	ProTrans	USA	2544779
ProTrans International, Inc.	Defining Supply Chain Management	USA	4583341