

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699590

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	LIEN
RESUBMIT DOCUMENT ID:	900658472

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Echo Global Logistics, Inc.		11/23/2021	Corporation: DELAWARE
Command Transportation, LLC		11/23/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Barings Finance LLC, as Collateral Agent
Street Address:	300 South Tryon Street, Suite 2500
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4704147	AT ECHO, WE'RE TAKING THE "COMPLICATED"
Registration Number:	3293029	COMMAND TRANSPORTATION
Registration Number:	3238105	COMMAND TRANSPORTATION
Registration Number:	3989925	
Registration Number:	3989929	ECHO
Registration Number:	5282366	ECHO
Registration Number:	4564769	ECHO TAKES THE "COMPLICATED" OUT OF TRAN
Registration Number:	5937455	ECHODRIVE
Registration Number:	4021934	EVOLVED TRANSPORTATION MANAGEMENT
Registration Number:	4485898	TRANSPORTATION MANAGEMENT...UNCOMPLICATE
Registration Number:	5336289	TRANSPORTATION SIMPLIFIED
Registration Number:	6473735	ECHOSHIP

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 415-591-1000
Email: TrademarksSF@winston.com
Correspondent Name: Becky Troutman
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 014044-00172

NAME OF SUBMITTER: Becky L. Troutman

SIGNATURE: /Becky L. Troutman/

DATE SIGNED: 01/04/2022

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of November 23, 2021 between the signatories hereto (the “Grantors” and each, individually, a “Grantor”) in favor of BARINGS FINANCE LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Second Lien Guarantee and Collateral Agreement, dated as of November 23, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Guarantee and Collateral Agreement”; capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings set forth in the Second Lien Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Second Lien Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset:

- (a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance 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, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. 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 counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

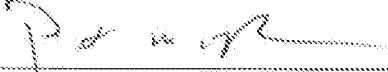
SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Second Lien Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Second Lien Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Lien Trademark Security Agreement are in conflict with the Second Lien Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement or the Credit Agreement shall govern.

SECTION 6. Subject to the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent or any Secured Party hereunder are subject to the provisions of the Intercreditor Agreement, dated November 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Credit Suisse AG, Cayman Islands Branch, as First Lien Agent (as defined therein), Barings Finance LLC, as Second Lien Agent (as defined therein), each other Representative (as defined therein) from time to time party thereto, and acknowledged by the Grantors (as defined therein) and other persons from time to time party thereto. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

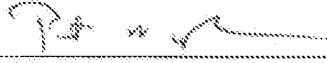
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ECHO GLOBAL LOGISTICS, INC.,
as a Grantor

By: 
Name: Peter Rogers
Title: Chief Financial Officer

COMMAND TRANSPORTATION, LLC,
as a Grantor

By: 
Name: Peter Rogers
Title: Vice President and Secretary

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ECHO GLOBAL LOGISTICS, INC.,
as a Grantor

By: _____
Name:
Title:

COMMAND TRANSPORTATION, LLC,
as a Grantor

By: _____
Name:
Title:

BARINGS FINANCE LLC,
as Collateral Agent

A handwritten signature in black ink, appearing to read 'J Lee', is written over a horizontal dotted line.

Name: Jessica Lee
Title: Managing Director