

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695800

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|---|--|-------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FLS Transportation Services (USA) Inc. | | 12/17/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MS Private Credit Administrative Services LLC, as Collateral Agent | | |
| Street Address: | 1585 Broadway | | |
| Internal Address: | 39th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10036 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5849973 | EVERY LOAD COVERED. NO SWEAT. | |
| Registration Number: | 5834503 | EVERY LOAD COVERED | |
| Registration Number: | 5843803 | WE CARE ABOUT YOUR FREIGHT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129939767 | | |
| <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: | 3129932622 | | |
| Email: | gayle.grocke@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 330 N. Wabash Avenue | | |
| Address Line 2: | Suite 2800 | | |
| Address Line 4: | Chicago, ILLINOIS 60611 | | |
| ATTORNEY DOCKET NUMBER: | 049270-0214 | | |
| NAME OF SUBMITTER: | Gayle D. Grocke | | |
| SIGNATURE: | /gdg/ | | |
| DATE SIGNED: | 12/17/2021 | | |
| Total Attachments: 6 | | | |

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**SHORT FORM FIRST LIEN
TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of MS Private Credit Administrative Services LLC (“MS”), 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 (as defined below) and the Security Agreement referred to therein.

WHEREAS, FLS Holding, Inc., a Delaware corporation (the “Borrower”), FLS Intermediate, Inc., a Delaware corporation (“Holdings”), MS, as administrative agent for the Lenders and as collateral agent for the Secured Parties, each L/C Issuer from time to time party thereto, and each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) have entered into the Credit Agreement, dated as of December 17, 2021 (the “Closing Date”) (as amended, restated, amended and restated, extended, replaced, refinanced, 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 and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries.

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”), in each case, other than Excluded Property:

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property); and
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

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 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 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 Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” files) shall be effective as delivery of an original executed counterpart of this Trademark Security 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. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, mutatis mutandis.

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.

SECTION 8. Conflicts; Acceptable Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of any Acceptable Intercreditor Agreement entered into after the date hereof. In the event of any conflict between the terms of any Acceptable Intercreditor Agreement entered into after the date hereof and this Trademark Security Agreement, the terms of such Acceptable Intercreditor Agreement shall govern and control.

[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.

SCOTT LOGISTICS CORP.

as an Initial Grantor

By: 

Name: William Garzahan

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

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.

FLS TRANSPORTATION SERVICES (USA) INC.
as an Initial Grantor

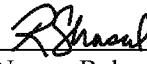
By: 

Name: William Garrahan

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**MS PRIVATE CREDIT ADMINISTRATIVE
SERVICES LLC, as Collateral Agent**

By: 
Name: Rebecca Shaoul
Title: Authorized Signer

SCHEDULE A

United States Trademark Registrations and Trademark Applications

| Registered owner/ Grantor | Trademark | Registration No. or Application No. |
|--------------------------------------|-------------------------------|--|
| Scott Logistics Corp. | SCOTT LOGISTICS | Trademark Reg. No. 4,874,215 |
| FLS Transportation Services US Inc. | EVERY LOAD COVERED. NO SWEAT. | Trademark Reg. No. 5,849,973 |
| FLS Transportation Services US Inc. | EVERY LOAD COVERED | Trademark Reg. No. 5,834,503 |
| FLS Transportation Services US Inc. | WE CARE ABOUT YOUR FREIGHT | Trademark Reg. No. 5,843,803 |