

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696670

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITI INTERMODAL, INC.		12/21/2021	Corporation: ILLINOIS
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: 1			
Property Type	Number	Word Mark	
Serial Number:	90868739	ITI INTERMODAL	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	34632-31200		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	12/21/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated December 21, 2021, is made by each Person listed on the signature pages hereof (collectively, the "Grantors") in favor of Barings Finance LLC ("Barings"), as Collateral Agent (as defined below) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of December 21, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among ITI Intermediate Holdco, LLC, a Delaware limited liability company ("Holdings"), ITI Intermodal Services, LLC, a Delaware limited liability company (the "Parent Borrower"), ITI Intermodal, Inc., an Illinois corporation (together with the Parent Borrower, the "Borrowers"), Barings, as a lender (including Swing Loan Lender), each other Lender party thereto from time to time and Barings, as Administrative Agent for the Lenders and Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Collateral Agent"), (ii) each Secured Hedging Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to Issue Letters of Credit for the respective accounts of the Borrowers or a Restricted Subsidiary on the terms and conditions set forth in the Credit Agreement, the Secured Hedging Counterparties may enter into and/or maintain one or more Secured Hedging Agreements and the Cash Management Banks may enter into and/or maintain Secured Cash Management Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedging Agreements or agreements relating to Secured Cash Management Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Issuers to Issue Letters of Credit, the obligation of the Secured Hedging Counterparties to enter into and/or maintain such Secured Hedging Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Secured Cash Management Agreements, each Grantor has executed and delivered that certain Security Agreement dated December 21, 2021, made by the Grantors and the other grantors party thereto to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

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 U.S. 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. Terms. Capitalized terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations when due (whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment or otherwise in accordance with any Loan Document or Secured Hedging Agreement or Secured Cash Management Agreement), 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, to or under all of the following assets and properties, whether now owned or existing or at any time hereafter acquired or arising, or in which such Grantor now has or at any time in the future may acquire any right, title, or interest (collectively, the "Trademark Collateral"): (a) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, designs the goodwill of the business symbolized by any of the foregoing or associated therewith, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or political subdivision thereof, and all extensions or renewals thereof including those listed on Schedule A attached hereto, (b) all extensions and renewals thereof and amendments thereto, (c) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof, (d) all rights corresponding thereto throughout the world, (e) all rights to sue for past, present and future infringements or dilutions thereof, and (f) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; provided that, Trademark Collateral shall not include and in no event shall any security interest be granted in or attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations when due (whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment or otherwise in accordance with any Loan Document or Secured Hedging Agreement or Secured Cash Management Agreement).

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

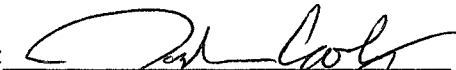
SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

ITI INTERMODAL, INC., Grantor

By:




Name: Joshua Cooley

Title: Chief Executive Officer, President and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007538 FRAME: 0179

BARINGS FINANCE LLC,
as Collateral Agent and Grantee

By: _____

Name: Matthew Freund

Title: Managing Director

SCHEDULE A

UNITED STATES TRADEMARKS

Trademark	Owner	Status	Application Date	Application Number	Registration Number	Registration Date
ITI Intermodal	ITI Intermodal, Inc.	LIVE	Aug-6-2021	90868739	N/A	N/A