

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705137

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DM Trans, LLC		01/27/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1700 Lincoln Street		
Internal Address:	9th Floor		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80274		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4800692	ARRIVE LOGISTICS	
Registration Number:	4800693	ARRIVE LOGISTICS	
Registration Number:	5401859	ARRIVE TRANSPORTATION	
Registration Number:	5401860	ARRIVE TRANSPORTATION	
Registration Number:	5208785	YOU HAVE ARRIVED	
Registration Number:	5208786	YOU HAVE ARRIVED	
Registration Number:	6531240	ARRIVEFRESH	
Registration Number:	6531241	ARRIVEFRESH	
Serial Number:	88732300	ARRIVE EDGE	
Serial Number:	88732392	ARRIVE EDGE	
Serial Number:	90118838	ARRIVE INSIGHTS	
Serial Number:	90118919	ARRIVE INSIGHTS	
Serial Number:	90684877	CARRIEREDGE	
Serial Number:	90685102	CARRIEREDGE	
Serial Number:	90685202	CARRIEREDGE	
Serial Number:	90689617	SHIPPEREDGE	
Serial Number:	90689725	SHIPPEREDGE	
Serial Number:	90689866	SHIPPEREDGE	

OP \$615.00 4800692

Property Type	Number	Word Mark
Serial Number:	97049218	ARRIVESAFE
Serial Number:	97049237	ARRIVESAFE
Serial Number:	97049252	ARRIVESAFE
Serial Number:	97049262	ARRIVESAFE
Serial Number:	97049272	ARRIVESAFE
Serial Number:	97102993	WE DELIVER SO YOU CAN

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 8007130755
Email: donna.grafton@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	John Kline
SIGNATURE:	/John Kline/
DATE SIGNED:	01/27/2022

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of January 26, 2022 (this "Agreement"), is entered into by and among DM TRANS, LLC, a Texas limited liability company (the "Grantor"), having its chief executive office at 7701 Metropolis Drive Building 15 Austin, Texas 78744, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), with offices at 1700 Lincoln Street, 9th Floor, Denver, Colorado 80274.

This Agreement is executed pursuant to the terms of that certain Collateral Agreement, dated as of the date hereof (as the same now exists or may hereafter be amended, restated, amended and restated, modified, supplemented, extended, renewed, or replaced, the "Collateral Agreement"), by and between the Grantor, the Administrative Agent, and the other Additional Grantors from time to time party thereto. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application of the Grantor, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, and all other assets, rights and interests that uniquely reflect or embody such goodwill, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License of the Grantor, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) any breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first written above.

DM TRANS, LLC,
as Grantor

By: 
Name: Richard Shields
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007570 FRAME: 0756

Agreed and Accepted as of the
date first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Jennifer Daily
Name: Jennifer Daily
Title: Vice President

[Signature Page to Trademark Security Agreement]