

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERPOOL INC.		01/28/2022	Corporation: DELAWARE
TRAC TIRE SERVICES LLC		01/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Association: SWITZERLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2224719	POOLSTAT	
Registration Number:	3966171	TRAC CONNECT	
Registration Number:	3930127	TRAC INTERMODAL	
Registration Number:	3930126	TRAC INTERMODAL	
Registration Number:	3969906	TRAC INTERMODAL	
Registration Number:	4507834	TRAC TITAN	
Registration Number:	4519204	TRAC TITAN	
Registration Number:	5268957	CORE FLEET MAINTENANCE	
Registration Number:	5420995	CORE FLEET RETREADING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		

OP \$240.00 2224719

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1580645 TM

NAME OF SUBMITTER: Sharif Hamidi

SIGNATURE: /Sharif Hamidi/

DATE SIGNED: 01/28/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of January 28, 2022 (this "Agreement"), among INTERPOOL INC., TRAC TIRE SERVICES LLC (each, a "Grantor" and, collectively, the "Grantors"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as administrative agent (the "Agent").

Reference is made to (a) the Credit Agreement dated as of January 28, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Stonepeak Taurus Lower Holdings LLC, a limited liability company organized under the laws of the State of Delaware (the "Borrower"), Stonepeak Taurus Middle Holdings LLC, a Delaware limited liability company, the Lenders party thereto and the Agent, and (b) the Guaranty and Security Agreement dated as of January 28, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, the other Credit Parties party thereto and the Agent. The parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. To secure the prompt and complete payment and performance when due of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in the portion of the Collateral constituting the Trademarks listed on Schedule I hereto (excluding, for the avoidance of doubt, any intent-to-use trademark application filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051(b), solely during the period prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act; it being understood that, following such period, such trademark registration or application, as applicable, shall be deemed automatically subject to the security interest granted in the Security Agreement and included in the Collateral) (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors or each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Intercreditor Agreement. Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the ABL Intercreditor

Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the ABL Intercreditor Agreement, the provisions of the ABL Intercreditor Agreement shall control.


SECTION 5. 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 other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


INTERPOOL, INC.

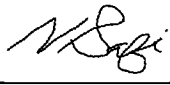
By  _____
Name: Christopher Annese
Title: Chief Financial Officer and
Executive Vice President

TRAC TIRE SERVICES LLC

By  _____
Name: Christopher Annese
Title: Chief Financial Officer and
Executive Vice President





CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Agent

By: 
Name: D. Andrew Maletta
Title: Authorized Signatory

By: 
Name: Nawshaer Safi
Title: Authorized Signatory

SCHEDULE I

Trademarks

Mark	Jurisdiction	Reg. No. (app. no.)	Registered (filed)	Owner	Status
POOLSTAT	U.S. Federal	2224719 (75256753)	16-FEB-1999 (13-MAR-1997)	Interpool, Inc.	Registered
TRAC CONNECT	U.S. Federal	3966171 (85140246)	24-MAY-2011 (28-SEP-2010)	Interpool, Inc.	Registered
TRAC INTERMODAL	U.S. Federal	3930127 (85038114)	08-MAR-2011 (13-MAY-2010)	Interpool, Inc.	Registered
TRAC INTERMODAL	U.S. Federal	3930126 (85038106)	08-MAR-2011 (13-MAY-2010)	Interpool, Inc.	Registered
	U.S. Federal	3969906 (85140452)	31-MAY-2011 (28-SEP-2010)	Interpool, Inc.	Registered
TRAC TITAN	U.S. Federal	4507834 (85911493)	1-APR-2014 (22-APR-2013)	Interpool, Inc. Dbas Trac Intermodal	Registered
	U.S. Federal	4519204 (85941257)	22-APR-2014 (23-MAY-2013)	Interpool, Inc. Dbas Trac Intermodal	Registered
Core Fleet Maintenance & Design 	U.S. Federal	5268957 (87078343)	Aug 22, 2017 (Jun 21, 2016)	TRAC Tire Services LLC	Registered
Core Fleet Retreading & Design 	U.S. Federal	5420995 (87107580)	March 13, 2018 (July 18, 2016)	TRAC Tire Services LLC	Registered