CH \$165.00 25494

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM706062

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EFLATBED.COM, INC.		01/31/2022	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	Commercial Loan Service Center/DCC		
Internal Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2549400	E
Registration Number:	2555250	E
Registration Number:	2593804	E EFLATBED.COM
Registration Number:	2485096	E EFLATBED.COM
Registration Number:	4260329	EFLATBED.COM
Registration Number:	2473711	EFLATBED.COM

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.

Email: kareem.ansley@blankrome.com

Correspondent Name: KAREEM ANSLEY
Address Line 1: BLANK ROME LLP
Address Line 2: 717 TEXAS AVENUE
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	074658-21132
NAME OF SUBMITTER:	KAREEM ANSLEY
SIGNATURE:	/KAREEM ANSLEY/

TRADEMARK REEL: 007603 FRAME: 0884

900673489

DATE SIGNED:	02/02/2022				
Total Attachments: 6					
source=Trademark Security Agreement	source=Trademark Security Agreement - Eflatbed.com, Inc#page1.tif				
source=Trademark Security Agreement - Eflatbed.com, Inc#page2.tif					
source=Trademark Security Agreement	- Eflatbed.com, Inc#page3.tif				
source=Trademark Security Agreement	- Eflatbed.com, Inc#page4.tif				
source=Trademark Security Agreement	- Eflatbed.com, Inc#page5.tif				
source=Trademark Security Agreement	- Eflatbed.com, Inc#page6.tif				

TRADEMARK REEL: 007603 FRAME: 0885

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>") is made as of this 31st day of January, 2022 between EFLATBED.COM, INC., a Pennsylvania corporation ("<u>Grantor</u>") and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "<u>Agent</u>").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among PITTSBURGH LOGISTICS SYSTEMS, INC., a Pennsylvania corporation ("PLS"), D & L TRANSPORT, LLC, a Kansas limited liability company ("D&L", and together with PLS and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), the other Loan Parties thereto, the financial institutions which are now or which hereafter become lenders thereto (together with their respective successors and assigns, collectively, the "Lenders" and each individually a "Lender"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, but excluding any Excluded Property (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "<u>Trademarks</u>"), and licenses for any of the foregoing ("<u>Licenses</u>"), including those referred to on <u>Schedule I</u> hereto;
- (b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

-1-

- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.
- 4. <u>CREDIT AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks (other than any Excluded Property), this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks, as required under Section 9.17 of the Credit Agreement. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending <u>Schedule I</u> to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, joinders, and

-2-

supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. <u>GOVERNING LAW</u>. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

EFLATBED.COM, INC.,

a Pennsylvania corporation

By:

Name: Gregory Burns

Title:

Chief Executive Officer

and heile

[Signature Page to Trademark Security Agreement - Eflatbed]

TRADEMARK REEL: 007603 FRAME: 0889

ACCEPTED AND	
ACKNOWLEDGED	BY:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By:

Name:

Title: 31/2

[Signature Page to Trademark Security Agreement - Eflatbed]

$\frac{\text{SCHEDULE I}}{\text{TO}}$ $\frac{\text{TRADEMARK SECURITY AGREEMENT}}{\text{TRADEMARK SECURITY AGREEMENT}}$

United States Federal Trademarks

Registrant	Trademark	Country	Serial/Appl. Number	Filing Date	Reg. Number	Reg. Date
eflatbed.com, inc.	C	U.S.	76110745	08-15-2000	2549400	03-19-2002
		U.S.	76110749	08-15-2000	2555250	04-02-2002
	(FLATONICO)	U.S.	76110744	08-15-2000	2593804	07-16-2002
	(Servences	U.S.	76111462	08-15-2000	2485096	09-04-2001
	EFLATBED.COM	U.S.	85483301	11-30-2011	4260329	12-18-2012
	erwettedom	U.S.	76110219	08-15-2000	2473711	07-31-2001

6

074658.21132/127751087v.4

RECORDED: 02/02/2022

TRADEMARK REEL: 007603 FRAME: 0891