

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711203

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|---|--|----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pacific Logistics, LLC | | 02/28/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bain Capital Credit, LP, as Collateral Agent | | |
| Street Address: | 200 Clarendon Street | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02116 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4245361 | PLC PACIFIC LOGISTICS CORP | |
| Registration Number: | 4245364 | PLC | |
| Registration Number: | 5887309 | SHIPMENT CONNECT | |
| Registration Number: | 5954837 | PACIFIC LOGISTICS CORP | |
| Registration Number: | 5954839 | PACIFIC LOGISTICS CORP | |
| Registration Number: | 3717537 | PIPELINE CONNECT | |
| Registration Number: | 6349055 | PACIFIC LOGISTICS | |
| Registration Number: | 6349056 | PACIFIC LOGISTICS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175269899 | | |
| <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: | 6175269628 | | |
| Email: | cslattery@proskauer.com | | |
| Correspondent Name: | Christine Slattery | | |
| Address Line 1: | Proskauer Rose LLP | | |
| Address Line 2: | One International Place, 23rd Floor | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 66478.170 | | |

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| | |
|---|----------------------|
| NAME OF SUBMITTER: | Christine Slattery |
| SIGNATURE: | /Christine Slattery/ |
| DATE SIGNED: | 03/01/2022 |
| Total Attachments: 7 source=Project Omni - Second Lien IP Security Agreement (Pacific Logistcs Joinder) (FINAL)#page1.tif source=Project Omni - Second Lien IP Security Agreement (Pacific Logistcs Joinder) (FINAL)#page2.tif source=Project Omni - Second Lien IP Security Agreement (Pacific Logistcs Joinder) (FINAL)#page3.tif source=Project Omni - Second Lien IP Security Agreement (Pacific Logistcs Joinder) (FINAL)#page4.tif source=Project Omni - Second Lien IP Security Agreement (Pacific Logistcs Joinder) (FINAL)#page5.tif source=Project Omni - Second Lien IP Security Agreement (Pacific Logistcs Joinder) (FINAL)#page6.tif source=Project Omni - Second Lien IP Security Agreement (Pacific Logistcs Joinder) (FINAL)#page7.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), dated as of February 28, 2022, is made by the Person listed on the signature page hereof (the “**Grantor**”) in favor of Bain Capital Credit, LP (“**Bain Capital**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Omni Parent, LLC, a Delaware limited liability company (“**Holdings**”), Omni Intermediate Holdings, LLC, a Delaware limited liability company (the “**Borrower**”), each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), and Bain Capital, as administrative agent for the Lenders and as Collateral Agent, entered into that certain Secured Second Lien Credit Agreement, dated as of December 30, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the Grantor has executed and delivered a Security Agreement Supplement, which supplements that certain Second Lien Security Agreement, dated as of December 30, 2020, made by the Persons listed on the signature pages thereof (collectively, the “**Grantors**”) to the Collateral Agent for the Secured Parties (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 Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “**Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) the copyright registrations and applications set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment and performance of all Obligations.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP 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.


SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The 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 or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

PAICIFC LOGISTICS, LLC

By:


Name: Wendy Curtis
Title: Authorized Officer

SCHEDULE A



United States Patents

None.

SCHEDULE B

United States Trademarks

1. REGISTERED TRADEMARKS

| <u>Trademark</u> | <u>Jurisdiction</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Owner</u> |
|---|---------------------|----------------------------|--------------------------|------------------------|
|  | United States | 4245361 | 11/20/12 | Pacific Logistics, LLC |
| PLC | United States | 4245364 | 11/20/12 | Pacific Logistics, LLC |
| SHIPMENT CONNECT | United States | 5887309 | 10/15/19 | Pacific Logistics, LLC |
| PACIFIC LOGISTICS CORP | United States | 5954837 | 01/07/20 | Pacific Logistics, LLC |
| PACIFIC LOGISTICS CORP | United States | 5954839 | 01/07/20 | Pacific Logistics, LLC |
|  | United States | 3717537 | 12/01/09 | Pacific Logistics, LLC |
| PACIFIC LOGISTICS | United States | 6349055 | 05/11/21 | Pacific Logistics, LLC |
| PACIFIC LOGISTICS | United States | 6349056 | 05/11/21 | Pacific Logistics, LLC |

2. TRADEMARK APPLICATIONS

None.

SCHEDULE C

United States Copyrights

None.