

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716565

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
F&F Fumigation, Inc.		03/24/2022	Corporation: FLORIDA
XPO Intermodal, Inc.		03/24/2022	Corporation: TENNESSEE
STG Logistics, Inc.		03/24/2022	Corporation: CALIFORNIA
Freight Force, Inc.		03/24/2022	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Antares Capital LP, as Agent
<b>Street Address:</b>	500 W. Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4843901	STG
Registration Number:	4843902	STG ST. GEORGE LOGISTICS EXPERIENCE. SER
Registration Number:	3119949	FREIGHT FORCE
Registration Number:	3119950	FREIGHT FORCE
Registration Number:	3773098	PCD
Registration Number:	2969185	P
Registration Number:	2904240	PACER
Registration Number:	2904241	PACER INTERNATIONAL

## CORRESPONDENCE DATA

Fax Number: 3129021061

*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: 312.577.8034

Email: oscar.ruiz@katten.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 W. Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

TRADEMARK

REEL: 007670 FRAME: 0559

<b>NAME OF SUBMITTER:</b>	Oscar Ruiz
<b>SIGNATURE:</b>	/Oscar Ruiz/
<b>DATE SIGNED:</b>	03/24/2022
<b>Total Attachments: 6</b> source=xpio trademark security agreement#page1.tif source=xpio trademark security agreement#page2.tif source=xpio trademark security agreement#page3.tif source=xpio trademark security agreement#page4.tif source=xpio trademark security agreement#page5.tif source=xpio trademark security agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 24, 2022, is made by F&F FUMIGATION, INC., a Florida corporation (“F&F”), XPO INTERMODAL, INC., a Tennessee corporation (“XPOI”), STG LOGISTICS, INC., a California corporation (“STG”) and FREIGHT FORCE, INC., a California corporation (“Freight”; F&F, XPOI, STG and Freight each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 24, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Reception Purchaser, LLC (together with each other Person who becomes a borrower thereunder by execution of a joinder or similar acknowledgment thereto, each individually, a “Borrower” and collectively, the “Borrowers”), the other Borrowers, the other Credit Parties, the Lenders from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of March 24, 2022 in favor of Agent (the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property (including any "intent to use" Trademark applications for which a statement of use has not been filed with and accepted by (but only until such statement is filed with and accepted by) the U.S. Patent and Trademark Office) and no security interest is granted in any Excluded Property.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in such Grantor's reasonable business judgment, in connection with their [Copyrights] [Patents] [Trademarks] subject to a security interest hereunder.


Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

**F & F FUMIGATION, INC.,**  
a Florida corporation  
**FREIGHT FORCE, INC.,**  
a California corporation  
**STG LOGISTICS, INC.,**  
a California corporation  
**XPO INTERMODAL, INC.,**  
a Tennessee corporation,  
each as a Grantor

By:   
Name: Geoff Anderman  
Title: Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 007670 FRAME: 0563**





ACCEPTED AND AGREED  
as of the date first above written:

**ANTARES CAPITAL LP,**  
as Agent

By:   
Name: Hector Del Razo  
Its: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Owner
STG and design* 	USA	86369452 18-AUG- 2014	4843901 03-NOV-2015	Registered	STG Logistics, Inc.
STG ST. GEORGE LOGISTICS EXPERIENCE. SERVICE. TECHNOLOGY and design 	USA	86369466 18-AUG- 2014	4843902 03-NOV-2015	Registered	STG Logistics, Inc.
FREIGHT FORCE	USA	78652598 16-JUN-2005	3119949 25-JUL-2006	Registered	Freight Force, Inc.
FREIGHT FORCE and design 	USA	78652602 16-JUN-2005	3119950 25-JUL-2006	Registered	Freight Force, Inc.
PCD	USA	77661014 2-FEB-2009	3773098 6-APR-2010	Registered	F & F Fumigation, Inc.
P (and design) 	USA	76506482 14 -Apr - 2003	2969185 19-Jul-2005	Registered	XPO Intermodal, Inc.
PACER	USA	76506481 14-Apr-2003	2904240 23-Nov-2004	Registered	XPO Intermodal, Inc.
PACER INTERNATIONAL	USA	76506483 14-Apr-2003	290421 23-Nov-2004	Registered	XPO Intermodal, Inc,

Trademark Applications

None.