

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725251

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALLSTATES WORLDCARGO, INC.		05/02/2022	Corporation: DELAWARE
GTD LOGISTICS, LLC		05/02/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	STIFEL BANK & TRUST		
<b>Street Address:</b>	70 West Madison Street		
<b>Internal Address:</b>	Suite 2500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60602		
<b>Entity Type:</b>	Federal Reserve Member Bank Member FDIC: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90837827	ALLSTATES WORLDCARGO	
<b>Registration Number:</b>	6313416	ALLSTATES WORLDCARGO	
<b>Registration Number:</b>	6325890	GTD LOGISTICS	
<b>Registration Number:</b>	6325868	GTD LOGISTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>			
<b>Phone:</b>	312-609-7798		
<b>Email:</b>	ablekhman@vedderprice.com		
<b>Correspondent Name:</b>	Aida Blekhman		
<b>Address Line 1:</b>	Vedder Price P.C.		
<b>Address Line 2:</b>	222 North LaSalle Street, Suite 2500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	50556.00.0017		
<b>NAME OF SUBMITTER:</b>	Aida Blekhman		

CH \$115.00 90837827

<b>SIGNATURE:</b>	/Aida Blekhman/
<b>DATE SIGNED:</b>	05/02/2022
<b>Total Attachments: 5</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made as of this 2<sup>nd</sup> day of May, 2022, by ALLSTATES WORLDCARGO, INC., a Delaware corporation ("Allstates") and GTD LOGISTICS, LLC, a Delaware limited liability company ("GTD"); together with Allstates, individually each referred to herein as a "Grantor" and collectively referred to herein as "Grantors"; in favor of STIFEL BANK & TRUST, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) and other Secured Parties ("Administrative Agent");

### W I T N E S S E T H:

WHEREAS, Grantors, certain other Loan Parties, Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Grantors, by Lenders; and

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantors agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantors granted to Administrative Agent, for its benefit and the benefit of the Lenders and other Secured Parties, a security interest in substantially all of the assets of Grantors including, without limitation, all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications and all renewals, extensions and continuations of the foregoing (the "Trademarks"), together with the goodwill of the business symbolized by Grantors' Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantors hereby grant to Administrative Agent, for its benefit and the benefit of Lenders and other Secured Parties, a continuing security interest in Grantors' entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

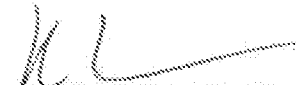
*[Signature Pages Follow]*

*(Signature Page to Trademark Security Agreement)*

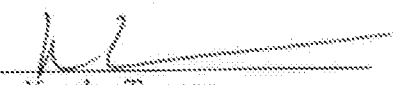
IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

**GRANTORS:**

**ALLSTATES WORLDCARGO, INC.**

By:   
Name: Kendra Tanner  
Title: President

**GTD LOGISTICS, LLC**

By:   
Name: Kendra Tanner  
Title: President

*(Signature Page to Trademark Security Agreement)*

Agreed and Accepted as of the Date First Written Above

**ADMINISTRATIVE AGENT:**

**STIFEL BANK & TRUST**

By: 

Name: Joel D. McPeak

Title: Vice President

**SCHEDULE A**  
**TRADEMARKS**

Trademark Applications:

<b>Trademark</b>	<b>Country</b>	<b>Filed</b>	<b>Serial No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Status</b>	<b>Owner</b>
ALLSTATES WORLDCARGO & Design	US	7/20/21	90837827			Pending	Allstates WorldCargo, Inc.

Trademark Registrations:

<b>Trademark</b>	<b>Country</b>	<b>Filed</b>	<b>Serial No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Status</b>	<b>Owner</b>
ALLSTATES WORLDCARGO	US	8/14/20	90115496	4/6/21	6313416	Registered	Allstates WorldCargo, Inc.
GTD LOGISTICS	US	8/17/20	90118457	4/20/21	6325890	Registered	GTD Logistics, LLC
GTD LOGISTICS & Design	US	8/14/20	90115521	4/20/21	6325868	Registered	GTD Logistics, LLC