

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM726601

<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>
Hirschbach Motor Lines, Inc.		04/29/2022	Corporation: IOWA
Hirschbach Transportation Services, Inc.		04/29/2022	Corporation: VERMONT
GR Equipment Leasing, Inc.		04/29/2022	Corporation: DELAWARE
Hirschbach, Inc.		04/29/2022	Corporation: INDIANA
Grojean Leasing, Inc.		04/29/2022	Corporation: SOUTH DAKOTA
JCT Holding Co., LLC		04/29/2022	Limited Liability Company: OKLAHOMA
Three Diamond Leasing, LLC		04/29/2022	Limited Liability Company: OKLAHOMA
John Christner Trucking, LLC		04/29/2022	Limited Liability Company: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	730 2nd Avenue South		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5410338	H	
<b>Registration Number:</b>	5399623	HIRSCHBACH	
<b>Registration Number:</b>	5951737	HIRSCHBACH WHAT'S YOUR DRIVE?	
<b>Registration Number:</b>	5901491	HIRSCHBACH	
<b>Registration Number:</b>	5873102	WHAT'S YOUR DRIVE?	
<b>Registration Number:</b>	5873176		
<b>Registration Number:</b>	5901492	H	
<b>Registration Number:</b>	2311258	JCT	
<b>Serial Number:</b>	90871397	SPOT BY HIRSCHBACH	

OP \$240.00 5410338

**CORRESPONDENCE DATA****Fax Number:** 6126077100*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:** 6126077325**Email:** BGrahn@foxrothschild.com**Correspondent Name:** Barbara Grahn**Address Line 1:** 222 South Ninth St**Address Line 2:** Suite 2000**Address Line 4:** Minneapolis, MINNESOTA 55402**ATTORNEY DOCKET NUMBER:** 203372.00056**NAME OF SUBMITTER:** Barbara Grahn**SIGNATURE:** /bjg/**DATE SIGNED:** 05/09/2022**Total Attachments: 13**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of April 29, 2022, is made by and among **HIRSCHBACH MOTOR LINES, INC.**, an Iowa corporation (“HML”), **HIRSCHBACH TRANSPORTATION SERVICES, INC.**, a Vermont corporation (“HTS”), **GR EQUIPMENT LEASING, INC.**, a Delaware corporation (“Leasing”), **HIRSCHBACH, INC.**, an Indiana corporation (“HI”), **GROJEAN LEASING, INC.**, a South Dakota corporation (“Grojean Leasing”), **JCT HOLDING CO., LLC.**, an Oklahoma limited liability company (“JCT Holding”); **JOHN CHRISTNER TRUCKING, LLC**, an Oklahoma limited liability company (“Trucking”), and **THREE DIAMOND LEASING, LLC**, an Oklahoma limited liability company (“Three Diamond”), each having a business location at the address set forth below its signature (collectively, “Company”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION** (“Wells Fargo”), having a business location at the address set forth below next to its signature.

### RECITALS

A. Company and Wells Fargo are parties to the Second Amended and Restated Credit and Security Agreement (as amended, supplemented or restated from time to time, the “Credit Agreement”) dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. Terms not defined in the Recitals hereto or not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each; (ii) licenses, fees or royalties with respect to each; (iii) the right to sue for past, present and future infringement, dilution and damages therefor; and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein

described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use any trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is either a corporation or limited liability company, as applicable, duly organized, validly existing and in good standing under the laws of their states of jurisdiction, and this Agreement has been duly and validly authorized by all necessary corporate or company action on the part of Company.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (*i.e.*, Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become a part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Company has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Company will: (i) have, at the time Company acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens; and (ii) keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(f) **Defense.** Company will, at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** Company will, at its own expense, maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo with: (i) sufficient written notice, of at least thirty (30) days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto; and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(j) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (h) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time: (a) to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3; or (b) necessary for Wells Fargo, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Company hereby ratifies that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the

termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Company's Use of the Trademarks. Company shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail to promptly observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Wells Fargo may enforce the Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this

Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal laws of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

*(Signature pages follow)*

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

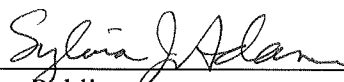
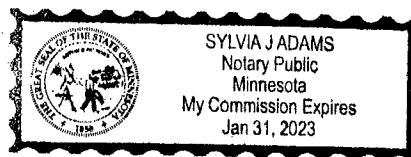


By: Eric Swan  
Its: Vice President

MAC N9305-120  
730 2<sup>nd</sup> Avenue South, 12<sup>th</sup> Floor  
Minneapolis, Minnesota 55402  
Fax: 612-341-2472  
Attention: Eric Swan  
e-mail: [eric.swan@wellsfargo.com](mailto:eric.swan@wellsfargo.com)

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April, 2022, by Eric Swan, the Vice President of WELLS FARGO, NATIONAL ASSOCIATION.

  
\_\_\_\_\_  
Notary Public

*(Signature Page to Trademark Security Agreement)*

**TRADEMARK  
REEL: 007715 FRAME: 0783**



**HIRSCHBACH TRANSPORTATION  
SERVICES, INC.**

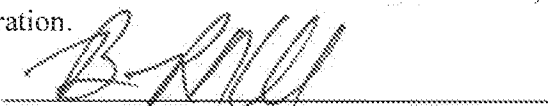


By: Brad R. Pinchuk  
Its: President

2460 Kerper Boulevard  
Dubuque, Iowa 52001  
Fax: 402-404-2300  
Attention: Brad R. Pinchuk  
E-mail: [brad.pinchuk@hirschbach.com](mailto:brad.pinchuk@hirschbach.com)

STATE OF Iowa )  
                                  )  
COUNTY OF Dubuque )

The foregoing instrument was acknowledged before me this 27th day of April, 2022,  
by Brad R. Pinchuk, the President of HIRSCHBACH TRANSPORTATION SERVICES, INC., a  
Vermont corporation, on behalf of the corporation.

  
Notary Public

**HIRSCHBACH MOTOR LINES, INC.**

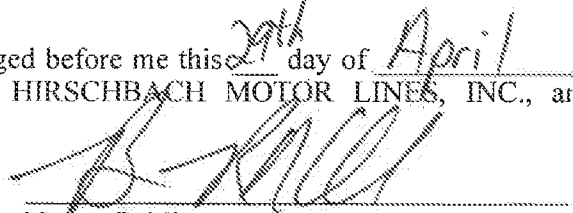


By: Brad R. Pinchuk  
Its: President

2460 Kerper Boulevard  
Dubuque, Iowa 52001  
Fax: 402-404-2300  
Attention: Brad R. Pinchuk  
E-mail: [brad.pinchuk@hirschbach.com](mailto:brad.pinchuk@hirschbach.com)

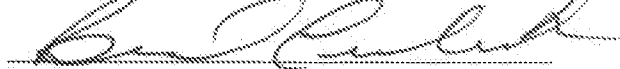
STATE OF Iowa )  
                                  )  
COUNTY OF Dubuque )

The foregoing instrument was acknowledged before me this 27th day of April, 2022,  
by Brad R. Pinchuk, the President of HIRSCHBACH MOTOR LINES, INC., an Iowa  
corporation, on behalf of the corporation.

  
Notary Public

*(Signature Page to Trademark Security Agreement)*

**GR EQUIPMENT LEASING, INC.**



By: Brad R. Pinchuk

Its: President

2460 Kerper Boulevard

Dubuque, Iowa 52001

Fax: 402-404-2300

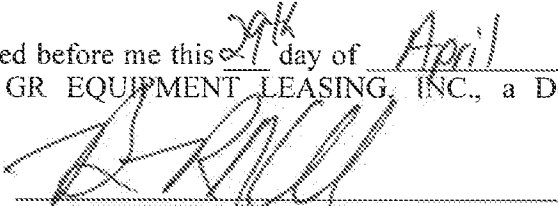
Attention: Brad R. Pinchuk

E-mail: [brad.pinchuk@hirschbach.com](mailto:brad.pinchuk@hirschbach.com)

STATE OF Iowa )

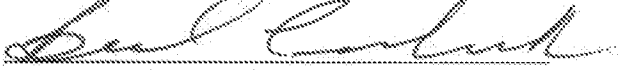
COUNTY OF Dubuque )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2022, by Brad R. Pinchuk, the President of GR EQUIPMENT LEASING, INC., a Delaware corporation, on behalf of the corporation.



Notary Public

**HIRSCHBACH, INC.**



By: Brad R. Pinchuk

Its: President

2460 Kerper Boulevard

Dubuque, Iowa 52001

Fax: 402-404-2300

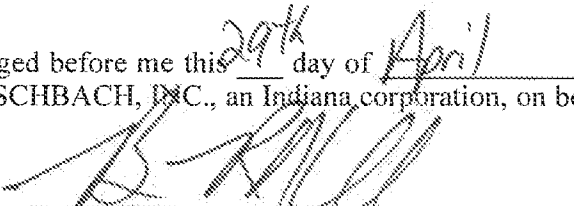
Attention: Brad R. Pinchuk

E-mail: [brad.pinchuk@hirschbach.com](mailto:brad.pinchuk@hirschbach.com)

STATE OF Iowa )

COUNTY OF Dubuque )

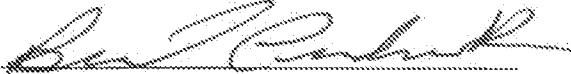
The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2022, by Brad R. Pinchuk, the President of HIRSCHBACH, INC., an Indiana corporation, on behalf of the corporation.



Notary Public

*(Signature Page to Trademark Security Agreement)*

**GROJEAN LEASING, INC.**



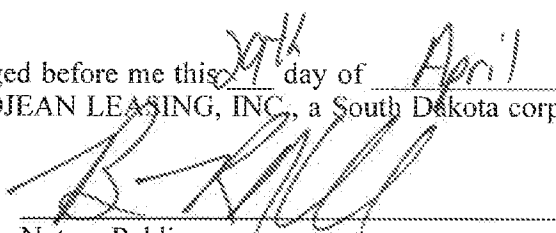
By: Brad R. Pinchuk

Its: President

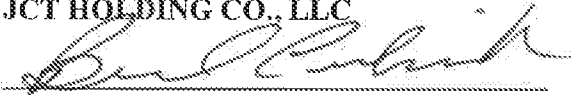
2460 Kerper Boulevard  
Dubuque, Iowa 52001  
Fax: 402-404-2300  
Attention: Brad R. Pinchuk  
E-mail: [brad.pinchuk@hirschbach.com](mailto:brad.pinchuk@hirschbach.com)

STATE OF Iowa )  
COUNTY OF Dubuque )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2022, by Brad R. Pinchuk, the President of GROJEAN LEASING, INC, a South Dakota corporation, on behalf of the corporation.

  
Notary Public

**JCT HOLDING CO., LLC**



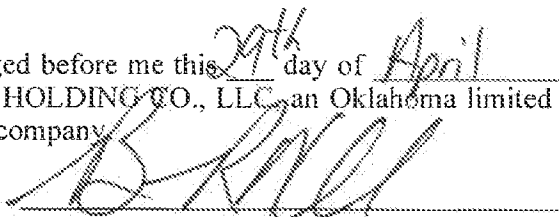
By: Brad R. Pinchuk

Its: President

2460 Kerper Boulevard  
Dubuque, Iowa 52001  
Fax: 402-404-2300  
Attention: Brad R. Pinchuk  
E-mail: [brad.pinchuk@hirschbach.com](mailto:brad.pinchuk@hirschbach.com)

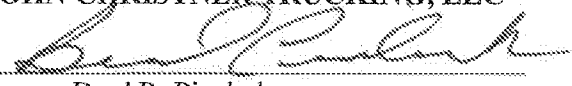
STATE OF Iowa )  
COUNTY OF Dubuque )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2022, by Brad R. Pinchuk, the President of JCT HOLDING CO., LLC, an Oklahoma limited liability company, on behalf of the limited liability company.

  
Notary Public

*(Signature Page to Trademark Security Agreement)*

**JOHN CHRISTNER TRUCKING, LLC**



By: Brad R. Pinchuk  
Its: President

2460 Kerper Boulevard  
Dubuque, Iowa 52001  
Fax: 402-404-2300  
Attention: Brad R. Pinchuk  
E-mail: [brad.pinchuk@hirschbach.com](mailto:brad.pinchuk@hirschbach.com)

STATE OF Iowa )

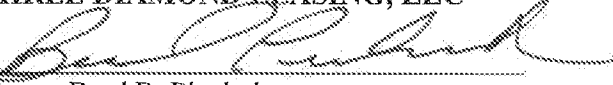
COUNTY OF Dubuque )

The foregoing instrument was acknowledged before me this 27th day of April, 2022, by Brad R. Pinchuk, the President of JOHN CHRISTNER TRUCKING, LLC, an Oklahoma limited liability company, on behalf of the limited liability company.



Notary Public

**THREE DIAMOND LEASING, LLC**



By: Brad R. Pinchuk  
Its: President

2460 Kerper Boulevard  
Dubuque, Iowa 52001  
Fax: 402-404-2300  
Attention: Brad R. Pinchuk  
E-mail: [brad.pinchuk@hirschbach.com](mailto:brad.pinchuk@hirschbach.com)

STATE OF Iowa )

COUNTY OF Dubuque )

The foregoing instrument was acknowledged before me this 29th day of April, 2022, by Brad R. Pinchuk, the President of THREE DIAMOND LEASING, LLC, an Oklahoma limited liability company, on behalf of the limited liability company.



Notary Public

*(Signature Page to Trademark Security Agreement)*

**TRADEMARK**  
**REEL: 007715 FRAME: 0787**

**EXHIBIT A**

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS**

**AND COLLECTIVE MEMBERSHIP MARKS**

**REGISTRATIONS**

<b><u>Mark</u></b>	<b><u>Owner Information</u></b>	<b><u>Registration Number</u></b>	<b><u>Serial Number</u></b>	<b><u>Registration Date</u></b>
H (Stylized)	Hirschbach Motor Lines, Inc. (Iowa Corporation) 2460 Kerper Blvd DUBUQUE, Iowa 52001 United States of America	5410338	87310518	February 27, 2018
HIRSCHBACH and Design	Hirschbach Motor Lines, Inc. (Iowa Corporation) 2460 Kerper Blvd. DUBUQUE, Iowa 52001 United States of America	5399623	87310661	February 13, 2018
PLATINUM SUPPLY CHAIN SOLUTIONS	Hirschbach Motor Lines, Inc. Highway 20 West DUBUQUE, Illinois 61025	NE 10174717	N/A	March 25, 2013 Nebraska
HIRSCHBACH WHAT'S YOUR DRIVE? and Design	Hirschbach, Inc. (Delaware Corporation) 2460 Kerper Blvd. DUBUQUE, Iowa 52001 United States of America	5951737	88353989	December 31, 2019

<u>Mark</u>	<u>Owner Information</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Registration Date</u>
HIRSCHBACH and Design	Hirschbach, Inc. (Delaware Corporation) 2460 Kerper Blvd. DUBUQUE, Iowa 52001 United States of America	5901491	88353975	November 5, 2019
WHAT'S YOUR DRIVE?	Hirschbach, Inc. (Delaware Corporation) 2460 Kerper Blvd. DUBUQUE, Iowa 52001 United States of America	5873102	88354000	October 1, 2019
Design Only	Hirschbach, Inc. (Delaware Corporation) 2460 Kerper Blvd. DUBUQUE, Iowa 52001 United States of America	5873176	88354301	October 1, 2019
H and Design	Hirschbach, Inc. (Delaware Corporation) 2460 Kerper Blvd. DUBUQUE, IA 52001 United States of America	5901492	88353981	November 5, 2019
JCT and Design	John Christner Trucking, Inc. (Oklahoma Corporation) P. O. Box 1900 Sapulpa, Oklahoma 74067 United States of America	2311258	75577498	January 25, 2000 Renewed January 25, 2020

(Exhibit A-2)

**APPLICATIONS**

<b><u>Mark</u></b>	<b><u>Owner Information</u></b>	<b><u>Serial Number</u></b>	<b><u>Application Date</u></b>
SPOT BY HIRSCHBACH and Design	Hirschbach Transportation Services, Inc. (Vermont Corporation) 2460 Kerper Blvd. DUBUQUE, Iowa 52001 United States of America	90871397	September 30, 2021

**COLLECTIVE MEMBERSHIP MARKS**

**UNREGISTERED MARKS**

**TRADEMARK**

**REEL: 007715 FRAME: 0790**