

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Traffic Tech Inc.		05/18/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5415567	HARDEST WORKING TEAM IN TRANSPORT	
Registration Number:	5900835	TRAFFIC TECH	
Registration Number:	5299707	TRAFFIC TECH	
Registration Number:	3456751	TRAFFIC TECH INCORPORATED	
Registration Number:	3409061	TRAFFIC TECH	
Registration Number:	5787872	TTSLs	
Registration Number:	5900879	TRAFFIC TECH SALES & LOGISTICS SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-01831)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-01831		
NAME OF SUBMITTER:	Timothy D. Pecsénye		

OP \$190.00 5415567

SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	05/19/2022
Total Attachments: 7 source=Intellectual Property Security Agreement and Registration Agreement#page1.tif source=Intellectual Property Security Agreement and Registration Agreement#page2.tif source=Intellectual Property Security Agreement and Registration Agreement#page3.tif source=Intellectual Property Security Agreement and Registration Agreement#page4.tif source=Intellectual Property Security Agreement and Registration Agreement#page5.tif source=Intellectual Property Security Agreement and Registration Agreement#page6.tif source=Intellectual Property Security Agreement and Registration Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”) is made as of this 18th day of May, 2022, among **TRAFFIC TECH INC.**, a corporation organized under the federal laws of Canada (“Traffic Tech”) (Traffic Tech, together with each other Person joined hereto from time to time, collectively, the, collectively, “Grantors” and each a “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent (as defined below) (together with its successors and assigns in such capacity, “Secured Party”).

W I T N E S S E T H:

WHEREAS, , (i) Traffic Tech, TRAFFIC TECH INTERNATIONAL INC., a corporation organized under the federal laws of Canada (“Traffic Tech International”), Traffic Tech, Inc., a corporation organized under the laws of California (“Traffic Tech US”), TRAFFIC TECH INTERNATIONAL, US, LLC, a limited liability company organized under the laws of Virginia (“Traffic Tech International US”), TRAFFIC TECH HOLDING CORPORATION a corporation organized under the laws of Delaware (“Traffic Tech Holding”), TT OCEAN LOGISTICS, LLC, a limited liability company organized under the laws of Virginia (“TT Ocean”), TTSLs, NEW WORLD TRANSPORTATION SERVICES, INC., a corporation organized under the laws of Georgia (“New World”) and 2809664 CANADA INC., a corporation organized under the federal laws of Canada (“2809664”), (ii) the financial institutions and other Persons party thereto from time to time as the “Lenders” thereunder (collectively, including all successors and assigns of each such Person, the “Lenders”) and (v) PNC BANK CANADA BRANCH, as administrative agent for the Lenders and other Secured Parties (in such capacity, together with its successors in such capacity, including any successor Administrative Agent appointed under and in accordance with the Credit Agreement) “Administrative Agent”) are entering into an second amended and restated revolving credit agreement dated as of the date hereof (such agreement, as it may be amended, supplemented, modified, restated, or replaced from time to time, referred to as the “Credit Agreement”), pursuant to which Administrative Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors and the other Borrowers and Guarantors upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Second Amended and Restated General Security Agreement, dated as of the date hereof, among Grantors, certain of the other Borrowers and Guarantors, and Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “US Security Agreement”; capitalized terms used but not otherwise defined herein shall have the respective meanings given thereto in the US Security Agreement, or, if not defined therein, in the Credit Agreement), Grantors have granted to Administrative Agent security interests in and to and Liens on substantially all of each Grantor’s assets, including without limitation all of each Grantor’s Intellectual Property and specifically including all of each Grantor’s registered, filed and/or issued United States trademark and trademark applications, all whether now owned or hereafter created, arising and/or acquired.

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Administrative Agent’s Liens in each Grantor’s Trademarks (as defined below) that are registered or filed with

and/or issued by the United States Patent and Trademark Office (“US Registered Trademarks Property”).

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, each Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As general and continuing collateral security for the due and prompt payment and performance of the Obligations, Grantor hereby mortgages, charges and assigns to Administrative Agent and grants to Administrative Agent, for its own benefit and for the benefit of each other Secured Party, a continuing Lien on, and security interest in, all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of such Grantor’s trademarks, trademark applications, service marks, trade names, mask works registered or filed with and/or issued by the United States Patent and Trademark Office and all goodwill of the business connected with the use of, and symbolized by, each of the foregoing (collectively, “Trademarks”), and licenses for any of the foregoing (“Licenses”), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions, reversions, or renewals of and improvements on any of the foregoing; and

(c) all claims, awards, judgments, amendments, improvements and insurance claims related to any of the foregoing, or any claims for damages by way of any past, present, or future infringement, misappropriation, dilution, violation or other impairment of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); including, without limitation, all income, royalties, other proceeds, Accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, any of the foregoing by or on behalf of any Grantor.

2. SUPPLEMENTAL SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are in conjunction with, and in no way limit, the security interests granted to Administrative Agent, for the benefit of the US Security Agreement, pursuant to the US Security Agreement, the Credit Agreement, and the Other Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Administrative Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Administrative Agent unilaterally (without further consent of, execution/signature of, or other action by any Grantor) to modify this Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. Representation and Warranties. Grantors hereby represent and warrant to Administrative Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all U US Registered Trademarks Property owned by Grantors as of the date hereof.

6. COUNTERPARTS. This 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 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.

7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement and/or the US Security Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Administrative Agent (in addition to all other rights, options, and remedies granted to Administrative Agent under the US Security Agreement, the Credit Agreement or any other Other Document, or otherwise available to Administrative Agent at law or in equity) may exercise, either directly or through one or more assignees or designees, all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code with respect to the Trademark Collateral.

8. Counterparts. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or by electronic transmission in PDF format shall be deemed to be as effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.


9. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

10. Successors and Assigns. This Agreement will inure to the benefit of, and be binding on, each Debtor and its successors and permitted assigns, and will inure to the benefit of, and be binding on, each Secured Party and its successors and assigns. No Grantor may assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of Administrative Agent and each Lender.

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

ACCEPTED AND
ACKNOWLEDGED BY:

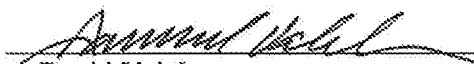
PNC BANK CANADA BRANCH

By: 
Name: Wendy Whiteher
Title: Senior Vice-President

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

GRANTORS:

TRAFFIC TECH INC.,
a corporation organized under the federal laws of Canada

By: 
Name: David Valela
Title: Chief Financial Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRAFFIC TECH INC.:

Trade-mark	Country	Application No.	Registration No.	Renewal Date	Registration Date
Hardest Working Team in Transport (service mark)	U.S.	87301389	5415567	March 6 th , 2024	March 6, 2018
Traffic Tech (word mark)	U.S.	88210209	5900835	November 5, 2029	November 5, 2019
Traffic Tech (service mark-- name and logo design)	U.S.	87285476	5299707	October 3rd, 2027	October 3, 2017
TRAFFIC TECH INCORPORATED	US	77195893	3456751	July 3, 2028	July 1, 2008
TRAFFIC TECH	US	78774092	3409061	April 10, 2028	April 8, 2008
TTSLs	U.S.	88229656	5787872	June 25, 2029	June 25, 2019
Traffic Tech Sales & Logistics System	U.S.	88229658	5900879	November 5, 2029	November 5, 2019

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