

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transport Labor Contract/Leasing, Inc.		07/15/2022	Corporation: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	Freeport Financial Partners LLC, as Administrative Agent		
Street Address:	200 S. Wacker Drive		
Internal Address:	Suite 925		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6083104	MAIL CARRIER PLUS	
Registration Number:	4676597	TLC EXCHANGE	
Registration Number:	4567188	TLC COMPANIES	
Registration Number:	4401752	TLC SCREENPLUS	
Registration Number:	4401751	TLC FUELVANTAGE	
Registration Number:	3165312	VALUSCREEN	
Registration Number:	2877594	TOP DOG	
Registration Number:	2823291	TLC HR CONNECT	
Registration Number:	3579950	SAFETY INSIDER	
Registration Number:	3347391	THE TLC COMPANIES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		

OP \$265.00 6083104

Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7213.077

NAME OF SUBMITTER: Kristen N. Lange

SIGNATURE: /kristenlange/

DATE SIGNED: 07/18/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 15, 2022, is made by TRANSPORT LABOR CONTRACT/LEASING, INC., a North Dakota corporation ("Grantor"), in favor of Freeport Financial Partners LLC ("Freeport"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of July 15, 2022 (as the same has been and may hereafter be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Grantor and the other Borrowers party thereto, Holdings, the other Loan Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Freeport, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers 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 (as defined in such Guaranty and Security Agreement) (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement dated as of April 9, 2021, executed by the Grantor and the other "Grantors" party thereto in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and 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 Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to Grantor of any right under any Trademark, 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.

Section 3. 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 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

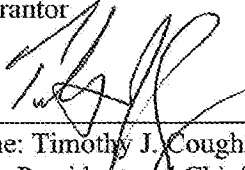
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. 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 Illinois.

[Signature Pages Follow]

IN WITNESS WHEREOF, 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.

**TRANSPORT LABOR
CONTRACT/LEASING, INC.,**
a North Dakota corporation,
as Grantor

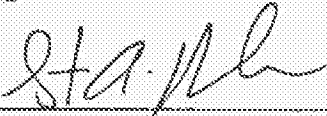
By: 
Name: Timothy J. Coughlin
Title: President and Chief Executive
Officer

Signature to Transport Labor Trademark Security Agreement

**TRADEMARK
REEL: 007792 FRAME: 0896**

ACCEPTED AND AGREED
as of the date first above written:

FREEPORT FINANCIAL PARTNERS
LLC,
as Agent

By: 

Name: Stephen Papalas
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
MAIL CARRIER PLUS	88414968	6083104	6/23/20	Transport Labor Contract/Leasing, Inc.
TLC EXCHANGE	86190205	4676597	01/20/15	Transport Labor Contract/Leasing, Inc.
TLC COMPANIES	86111543	4567188	07/15/14	Transport Labor Contract/Leasing, Inc.
TLC SCREENPLUS	85775599	4401752	09/10/13	Transport Labor Contract/Leasing, Inc.
TLC FUELVANTAGE	85775580	4401751	09/10/13	Transport Labor Contract/Leasing, Inc.
VALUSCREEN	78796031	3165312	10/31/06	Transport Labor Contract/Leasing, Inc.
TOP DOG	78292390	2877594	08/24/04	Transport Labor Contract/Leasing, Inc.
TLC HR CONNECT	78208483	2823291	03/16/04	Transport Labor Contract/Leasing, Inc.
SAFETY INSIDER	77523301	3579950	02/24/09	Transport Labor Contract/Leasing, Inc.
THE TLC COMPANIES	77131518	3347391	12/04/07	Transport Labor Contract/Leasing, Inc.

2. TRADEMARK APPLICATIONS

None.

3. INTELLECTUAL PROPERTY LICENSES

None.