

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neovia Logistics IP Holdings, LP		11/01/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4554166		
Registration Number:	4438782	NEOVIA	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	67381-00001		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	11/01/2022		
Total Attachments: 5			
source=Neovia Trademark Security Agreement (Executed)#page1.tif			
source=Neovia Trademark Security Agreement (Executed)#page2.tif			

CH \$65.00 4554166

source=Neovia Trademark Security Agreement (Executed)#page3.tif
source=Neovia Trademark Security Agreement (Executed)#page4.tif
source=Neovia Trademark Security Agreement (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of November 1, 2022, (this “**Agreement**”), among Neovia Logistics IP Holdings, LP (the “**Grantor**”) and Wilmington Trust, National Association, in its capacity as administrative agent for the Secured Parties (in such capacity, the “**Agent**”).

Reference is made to that certain Pledge and Security Agreement, dated as of November 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor and the other Loan Parties party thereto and the Agent. The Lenders (as defined below) have extended credit to Neovia Logistics, LP, a Delaware limited partnership (the “**Borrower**”), subject to the terms and conditions set forth in that certain Credit Agreement, dated as of November 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified, the “**Credit Agreement**”), by and among the Borrower, Neovia Acquisition, LLC, a Delaware limited liability company (“**Holdings**”), the lenders from time to time party thereto (collectively, the “**Lenders**”), each Issuing Bank party thereto and the Agent, in its capacity as administrative agent for the Lenders and the Secured Parties. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(d) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. For purposes of this Agreement, “**Trademark**” means the following: (a) all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements thereof; (d) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all U.S. Trademarks, including, without limitation, those Trademark registrations and applications in the United States Patent and Trademark Office listed on Schedule I hereto; and

B. all Proceeds of the foregoing.

Notwithstanding anything to the contrary in (A) and (B) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any Trademark registration that issues from such intent-to-use application under applicable federal law, provided, that, to the extent such application is excluded from the Collateral, then upon the submission of evidence of use of such Trademark to, and acceptance thereof by, the U.S. Patent and Trademark Office, such Trademark application shall automatically be included in the Collateral, without further action on any party's part.

SECTION 3. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 4. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

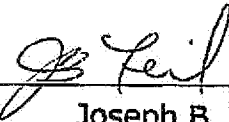
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEOVIA LOGISTICS IP HOLDINGS, LP (f/k/a
Neovia Logistics IP Holdings, LLC)

By: NEOVIA LOGISTICS GP, LLC, its general partner

By: 
Name: Zachary Green
Title: Executive VP, Chief Legal Officer
and Secretary

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Agent


By: 
Name: **Joseph B. Feil**
Title: **Vice President**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007871 FRAME: 0596

SCHEDULE I

TRADEMARKS

#	Database	Trademark	Appl. No.	Reg. Date	Reg. No.	Owner/Next Action
1.	U.S.	Design Only 	85/733,949	6/24/2014	4,554,166	Neovia Logistics IP Holdings LP (DE) Renewal due 6/24/2024
2.	U.S.	NEOVIA	85/783,553	11/26/2013	4,438,782	Neovia Logistics IP Holdings LP (DE) Renewal due 11/26/2023

TRADEMARK APPLICATIONS

None.