

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transfair North America International Freight Services, LLC		05/23/2023	Limited Liability Company: WASHINGTON
TransGroup Express, LLC		05/23/2023	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Intertrust (Sweden) AB		
Street Address:	Sveavägen 9, 10th floor		
City:	Stockholm		
State/Country:	SWEDEN		
Postal Code:	111 57		
Entity Type:	Aktiebolag: SWEDEN		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2991414	TRANSPHARMA	
Registration Number:	2943565	TRANSTELECOM	
Registration Number:	2996875	TRANSFURNITURE	
Registration Number:	3113570	TRANSAUTOMOTIVE	
Registration Number:	3355018	TRANSNEUTRAL	
Registration Number:	3867050	TRANSTACTICAL	
Registration Number:	3867684	TRANSWEAR	
Registration Number:	3867683	TRANSPRINT	
Registration Number:	4018334	OUR WORLD IS LOGISTICS	
Registration Number:	4295282	TRANSTMS	
Registration Number:	4601271	TRANSHOW	
Registration Number:	4291805	TRANSAVIATION	
Registration Number:	4291806	TRANSAV	
Registration Number:	4295285	TRANSRECOVERY	
Registration Number:	4446022	TRANSGOLF	
Registration Number:	4291808	TRANS-EXHIBITION	

CH \$865.00 2991414

Property Type	Number	Word Mark
Registration Number:	3527176	TRANSGROUP WORLDWIDE LOGISTICS
Serial Number:	88670716	TRANSGROUP GLOBAL LOGISTICS
Registration Number:	2357196	TRANSHIPPER
Registration Number:	3144083	TRANSVINE
Registration Number:	2374785	TRANSTRACKER
Registration Number:	2340842	TRANSLOGIC
Registration Number:	2340846	TRANSFILM
Registration Number:	2340847	TRANSMARINE
Registration Number:	2279043	
Registration Number:	2405890	TRANSGROUP
Registration Number:	1610791	TRANSFAIR
Registration Number:	2816639	THE FUTURE OF TRANSPORT LOGISTICS
Registration Number:	2864568	TRANSTATUS
Registration Number:	2864569	TRANSALERT
Registration Number:	3013647	TRANSPROFILE
Registration Number:	3055971	TRANSRATE
Registration Number:	2939406	TRANSWAREHOUSE
Registration Number:	2996663	TRANSCOMMERCE

CORRESPONDENCE DATA

Fax Number: 7036106200

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: 7036106100

Email: dctrademark@hoganlovells.com

Correspondent Name: Greta D. Feldman of Hogan Lovells US LLP

Address Line 1: 8350 Broad St. 17th Floor

Address Line 4: Tysons,, VIRGINIA 22102

NAME OF SUBMITTER: Greta D. Feldman of Hogan Lovells US LLP

SIGNATURE: /Greta D. Feldman/

DATE SIGNED: 05/23/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of May 23, 2023, is among the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) and Intertrust (Sweden) AB, as Collateral Agent and as Collateral Agent (together with any successor Collateral Agent, the “*Collateral Agent*”) for the ratable benefit of the Noteholders (as defined in the Terms and Conditions referred to below).

WHEREAS, Skill BidCo ApS (the “*Issuer*”) is the issuer of those certain Notes to the Noteholders pursuant to the Terms and Conditions dated March 1, 2023, as amended and restated on March 20, 2023 and as may be further amended, amended and restated, supplemented or otherwise modified from time to time (the “*Terms and Conditions*”) with Nordic Trustee & Agency AB (publ), acting as the Notes Trustee (together with any successor, the “*Bonds Agent*”) for the benefit of the Noteholders. Terms defined in the Terms and Conditions and not otherwise defined herein are used herein as defined in the Terms and Conditions.

WHEREAS, as a condition precedent to the issuance of the Notes under the Terms and Conditions, each grantor signatory hereto (each a “*Grantor*” and collectively, the “*Grantors*”) has executed and delivered that certain Security Agreement dated as of May 23, 2023 among the Grantors from time to time party thereto and Intertrust (Sweden) AB as collateral agent for the ratable benefit of the Noteholders (together with any successor collateral agent, the “*Collateral Agent*”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Noteholders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Noteholders, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) its patents and patent applications including those set forth in Schedule A hereto;
- (ii) its trademark and service mark registrations and applications including those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;
- (iii) its copyright registrations including those set forth in Schedule C hereto;

(iv) its agreements granting any exclusive right to the Grantor in or to any registered copyright including those set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Terms and Conditions, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all obligations of such Grantor now or hereafter existing under or in respect of the Note Documents (as such Note Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing obligations (whether or not such action is committed, contemplated or provided for by the Note Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies

of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telecopy or telex communication or facsimile or other electronic transmission) and mailed, telecopied, telexed, faxed or otherwise delivered to them, if to any Grantor, addressed to it in care of the Issuer's address specified in the Terms and Conditions (with a copy to Transgroup Global, Inc., 18850 8th Avenue S, Suite 100, Seattle WA 98148), if to the Collateral Agent, at its address specified in the Terms and Conditions. All such notices and other communications shall be deemed to be given or made at such time as shall be specified the Terms and Conditions, as applicable. Delivery by telecopier or other electronic transmission of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

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

GRANTORS:

TRANSGROUP GLOBAL, INC.,

a Delaware corporation

Signed by:
By: Angela Santillan
Name: Angela Santillan
Title: Vice President

**TRANSFAIR NORTH AMERICA
INTERNATIONAL FREIGHT SERVICES, LLC,**

a Washington limited liability company

Signed by:
By: Angela Santillan
Name: Angela Santillan
Title: Vice President

TRANSGROUP EXPRESS, LLC,

a Washington limited liability company

Signed by:
By: Angela Santillan
Name: Angela Santillan
Title: Vice President

TRANS BOS, LLC,

a Washington limited liability company

Signed by:
By: Angela Santillan
Name: Angela Santillan
Title: Vice President

ORD ICO, LLC,

an Illinois limited liability company

Signed by:
By: Angela Santillan
Name: Angela Santillan
Title: Vice President

TRANSDOMESTIC LAX, LLC,

a California limited liability company

Signed by:
By: Angela Santillan
Name: Angela Santillan
Title: Vice President

TRANSGROUP DFW LLC,
a Texas limited liability company

By: Angela Santillan
Name: Angela Santillan
Title: Vice President

TGLPHL, LLC,
a Pennsylvania limited liability company

By: Angela Santillan
Name: Angela Santillan
Title: Vice President

MDX GLOBAL LOGISTICS, LLC,
a Washington limited liability company

By: Angela Santillan
Name: Angela Santillan
Title: Vice President

Collateral Agent:

INTERTRUST (SWEDEN) AB, as Collateral Agent

By: _____

Name:

Title:

Mia Fogelberg

By: _____

Name:

Title:

Kristofer Nilenius

SCHEDULE B

Trademarks

Class	MARK	Date Filed/ Registered	Jurisdiction	App. or Registration No.	Owner	Expiration Date
039	TRANSGROUP EXPRESS and design	07/23/1991	US	1,651,732	Transgroup	07/23/2021
039	TRANSHIPPER	06/13/2000	US	2,357,196	Transgroup	06/13/2020
039	TRANSVINE	09/19/2006	US	3,144,083	Transgroup	09/19/2026
035	TRANSTRACKER	08/08/2000	US	2,374,785	Transfair	08/08/2020
039	TRANSLOGIC	04/11/2000	US	2,340,842	Transfair	04/11/2020
039	TRANSFILM	04/11/2000	US	2,340,846	Transfair	04/11/2020
039	TRANSMARINE	4/11/2000	US	2,340,847	Transfair	04/11/2020
039	FLYING FISH (LOGO)	09/21/1999	US	2,279,043	Transgroup	09/21/2029
039	TRANSGROUP	11/21/2000	US	2,405,890	Transgroup	11/21/2020
039	TRANSFAIR (Stylized – slanted text)	08/21/1990	US	1,610,791	Transfair	08/21/2020
039	TRANSTRAVEL Washington State	04/18/2012	WA	55268	Transfair	4/18/2022
039	TRANSPROJECT	08/06/2002	US	2,604,773	Transfair	8/6/2022
039	THE FUTURE OF TRANSPORT LOGISTICS	02/24/2004	US	2,816,639	Transgroup	02/24/2024
035	TRANSTATUS	07/20/2004	US	2,864,568	Transfair	07/20/2024
035	TRANSALERT	07/20/2004	US	2,864,569	Transfair	07/20/2024
035	TRANSPROFILE	11/08/2005	US	3,013,647	Transfair	11/08/2025
035	TRANSRATE	01/31/2006	US	3,055,971	Transfair	01/31/2026
035	TRANSWAREHOUSE	04/12/2005	US	2,939,406	Transgroup	04/12/2025
035	TRANSCOMMERCE	09/20/2005	US	2,996,663	Transgroup	09/20/2025

Class	MARK	Date Filed/ Registered	Jurisdiction	App. or Registration No.	Owner	Expiration Date
035	TRANSPHARMA	09/06/2005	US	2,991,414	Transfair	09/06/2025
039	TRANSTELECOM	04/26/05	US	2,943,565	Transgroup	04/26/2025
039	TRANSFURNITURE	09/20/2005	US	2,996,875	Transgroup	09/20/2025
035	TRANSAUTOMOTIVE	07/11/2006	US	3,113,570	Transgroup	7/11/2026
036; 039	TRANSNEUTRAL	12/19/2007	US	3,355,018	Transgroup	12/18/2026
039	TRANSTACTICAL	10/26/2010	US	3,867,050	Transfair	10/26/2020
039	TRANSWEAR	10/26/2010	US	3,867,684	Transfair	10/26/2020
039	TRANSPRINT	10/26/2010	US	3,867,683	Transfair	10/26/2020
039	iTranShip	01/13/2011	US	4,124,011	Transfair	04/10/2022
035	iTransTrack	08/02/2011	US	4,006,216	Transfair	08/02/2021
039	OUR WORLD IS LOGISTICS	8/30/2011	US	4,018,334	Transfair	08/30/2021
035; 039	TransTMS	02/26/2013	US	4,295,282	Transgroup	02/26/2023
039	TRANSSHOW	09/09/2014	US	4,601,271	Transgroup	09/09/2024
039	TransAviation	02/19/2013	US	4,291,805	Transgroup	02/19/2023
039	TransAV	02/19/2013	US	4,291,806	Transgroup	02/19/2023
039	TransRecovery	02/19/2013	US	4,295,285	Transgroup	02/19/2023
039	TransGolf	12/10/2013	US	4,446,022	Transgroup	12/10/2023
039	Trans-Exhibition	02/19/2013	US	4,291,808	Transgroup	02/19/2023
039	TRANSGROUP WORLDWIDE LOGISTICS	11/4/2008	US	3,527,176	Transfair	11/4/2028
039	Transgroup Global	10/28/201	US	88670716	Transgroup	Pending

Class	MARK	Date Filed/ Registered	Jurisdiction	App. or Registration No.	Owner	Expiration Date
	Logistics	9			p	