

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BULK EXPRESS TRANSPORT HOLDINGS, LLC		05/25/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUIST BANK		
Street Address:	303 Peachtree St., N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Chartered Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97716148	BULK EXPRESS TRANSPORT	
Serial Number:	97716153	SOIL TECH DISTRIBUTORS	
Serial Number:	97716168	INTERCITY DISPOSAL	
Serial Number:	97716149	BE BULK EXPRESS TRANSPORT, INC.	
Serial Number:	97716152	SOIL TECH DISTRIBUTORS	
Serial Number:	97716157	M3 TRANSPORT LLC	
Serial Number:	97716162	M3 TRANSPORT	
Serial Number:	97716165	INTERCITY DISPOSAL	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird LLP		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	587321		

CH \$215.00 97716148

NAME OF SUBMITTER:	Elissa Hart
SIGNATURE:	/Elissa Hart/
DATE SIGNED:	05/25/2023
Total Attachments: 5 source=Bulk Express - Trademark Security Agreement Executed_1#page1.tif source=Bulk Express - Trademark Security Agreement Executed_1#page2.tif source=Bulk Express - Trademark Security Agreement Executed_1#page3.tif source=Bulk Express - Trademark Security Agreement Executed_1#page4.tif source=Bulk Express - Trademark Security Agreement Executed_1#page5.tif	

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 25, 2023 (this “Security Agreement”), is made by BULK EXPRESS TRANSPORT HOLDINGS, LLC, a Delaware limited liability company (the “Grantor”), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantor, as the Borrower Representative, Bulk Express Transport SPV, LLC, a Delaware limited liability company, as Holdings, the Borrowers party thereto, the Lenders from time to time party thereto, the issuing bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of December 9, 2022 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, Holdings, the Grantor and certain of their Subsidiaries have entered into the Guaranty and Security Agreement, dated as of December 9, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees 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. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 (the “Trademark Collateral”):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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 Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This 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.

SECTION 6. Governing Law. This 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 New York.

IN WITNESS WHEREOF, the 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.

BULK EXPRESS TRANSPORT HOLDINGS, LLC

By: 
Name: Jose Garcia
Title: Chief Financial Officer

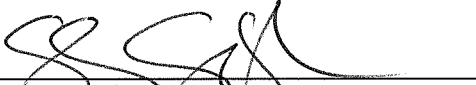
BULK EXPRESS
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 008084 FRAME: 0059

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:





TRUIST BANK

By: 
Name: Sheryl Squires Kerley
Title: Senior Vice President

BULK EXPRESS
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 008084 FRAME: 0060

SCHEDULE I

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
BULK EXPRESS TRANSPORT	United States	RN: n/a SN: 97716148	Dec. 13, 2022	n/a
SOIL TECH DISTRIBUTORS	United States	RN: n/a SN: 97716153	Dec. 13, 2022	n/a
INTERCITY DISPOSAL	United States	RN: n/a SN: 97716168	Dec. 13, 2022	n/a
BE BULK EXPRESS TRANSPORT, INC. <i>(and Design)</i> 	United States	RN: n/a SN: 97716149	Dec. 13, 2022	n/a
SOIL TECH DISTRIBUTORS <i>(and Design)</i> 	United States	RN: n/a SN: 97716152	Dec. 13, 2022	n/a
M3 TRANSPORT LLC <i>(and Design)</i> 	United States	RN: n/a SN: 97716157	Dec. 13, 2022	n/a
M3 TRANSPORT	United States	RN: n/a SN: 97716162	Dec. 13, 2022	n/a
INTERCITY DISPOSAL <i>(and Design)</i> 	United States	RN: n/a SN: 97716165	Dec. 13, 2022	n/a

BULK EXPRESS
TRADEMARK SECURITY AGREEMENT