

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM835429

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
METROLOGISTICS LLC		08/25/2023	Limited Liability Company: DELAWARE
MCNUTT AUTOMOTIVE LOGISTICS, LLC		08/25/2023	Limited Liability Company: DELAWARE
METRO TITLE SERVICES, LLC		08/25/2023	Limited Liability Company: DELAWARE
AMERIFLEET TRANSPORTATION, INC.		08/25/2023	Corporation: NEVADA
METROLOGISTICS HOLDINGS, LLC		08/25/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC, as collateral agent		
<b>Street Address:</b>	300 South Wacker Drive		
<b>Internal Address:</b>	Suite 3500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5335144	RCG AUTO LOGISTICS	
<b>Registration Number:</b>	5335145	RCG AUTO LOGISTICS	
<b>Registration Number:</b>	4559868	METROLOGISTICS	
<b>Registration Number:</b>	5249379	ROAD SIGN M METROLOGISTICS	
<b>Registration Number:</b>	4567924	SAFER SHIP CERTIFIED	
<b>Registration Number:</b>	5650544	ACERTUS	
<b>Registration Number:</b>	6193800	VINLOCITY TRAK	
<b>Registration Number:</b>	6043938	VINLOCITY	
<b>Registration Number:</b>	6043937	VINLOCITY	
<b>Registration Number:</b>	4349584	MCNUTT	
<b>Registration Number:</b>	5260360	METRO TITLE SERVICES	

CH \$315.00 5335144

Property Type	Number	Word Mark
Registration Number:	3065954	AMERIFLEET

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 3127018637  
**Email:** ipdocket@mayerbrown.com  
**Correspondent Name:** William R. Siegel, Mayer Brown LLP  
**Address Line 1:** 71 S. Wacker Drive  
**Address Line 4:** Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	18568487
<b>NAME OF SUBMITTER:</b>	William R. Siegel
<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	08/29/2023

**Total Attachments: 5**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **August 25, 2023** (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **TWIN BROOK CAPITAL PARTNERS, LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

**RECITALS:**

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of **August 25, 2023** (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).]

**Section 2. Recordation.** Each Grantor authorizes and requests that the United States Copyright Office, United States Patent and Trademark Office, and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**METROLOGISTICS LLC,**  
as a Grantor

By: Trent Broberg  
Name: Trent Broberg  
Title: President

**MCNUTT AUTOMOTIVE LOGISTICS, LLC,**  
as a Grantor

By: Trent Broberg  
Name: Trent Broberg  
Title: President

**METRO TITLE SERVICES, LLC,**  
as a Grantor

By: Trent Broberg  
Name: Trent Broberg  
Title: President

**AMERIFLEET TRANSPORTATION, INC.,**  
as a Grantor

By: Trent Broberg  
Name: Trent Broberg  
Title: President

**METROLOGISTICS HOLDINGS, LLC**


By: Trent Broberg  
Name: Trent Broberg  
Title: President

**TWIN BROOK CAPITAL PARTNERS, LLC, as  
Collateral Agent**

By:   
Name: Kim Trick  
Title: Managing Director

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations and Applications

<u>Jurisdiction</u>	<u>Owner</u>	<u>Mark</u>	<u>Status</u>	<u>Registration / Application No.</u>	<u>Registration Date</u>
USA	Metrogistics LLC	RCG AUTO LOGISTICS	Registered	5335144	November 14, 2017
USA	Metrogistics LLC		Registered	5335145	November 14, 2017
USA	Metrogistics LLC	METROGISTICS	Registered	4559868/ 86116969	July 1, 2014
USA	Metrogistics LLC	ROAD SIGN M METROGISTICS	Registered	5249379/ 87210055	July 25, 2017
USA	Metrogistics LLC	SAFER SHIP CERTIFIED	Registered	4567924/ 86137684	July 15, 2014
USA	Metrogistics LLC	ACERTUS	Registered	5650544/ 87613590	January 8, 2019
USA	MetroGistics Holdings, LLC	VINLOCITY TRAK	Registered	6193800/ 88868555	November 10, 2020
USA	MetroGistics Holdings, LLC	VINLOCITY	Registered	6043938/ 88435988	April 28, 2020
USA	MetroGistics Holdings, LLC	VINLOCITY	Registered	6043937/ 88435878	April 28, 2020
USA	McNutt Automotive Logistics, LLC	MCNUTT	Registered	4349584/ 85744834	June 11, 2013
USA	Metro Title Services, LLC	METRO TITLE SERVICES	Registered	5260360 / 87270198	August 8, 2017
USA	Amerifleet Transportation, Inc.	AMERIFLEET	Registered	3065954/ 78591464	March 7, 2006