

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rockfarm Logistics, LLC		08/25/2023	Limited Liability Company: IOWA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn Street		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97417408		
Serial Number:	97415335	ROCKFARM	
Serial Number:	97421924	SUPPLY CHAIN GLASS	
Serial Number:	77288978	SUPPLY CHAIN COACH	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	LATHAM & WATKINS C/O J. BAJADA-BARTLETT		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0488		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	08/30/2023		

OP \$115.00 97417408

Total Attachments: 10

source=Redwood (ABL) - Rockfarm Joinder - ABL IP Security Agreement Supplement (Executed)#page1.tif
source=Redwood (ABL) - Rockfarm Joinder - ABL IP Security Agreement Supplement (Executed)#page2.tif
source=Redwood (ABL) - Rockfarm Joinder - ABL IP Security Agreement Supplement (Executed)#page3.tif
source=Redwood (ABL) - Rockfarm Joinder - ABL IP Security Agreement Supplement (Executed)#page4.tif
source=Redwood (ABL) - Rockfarm Joinder - ABL IP Security Agreement Supplement (Executed)#page5.tif
source=Redwood (ABL) - Rockfarm Joinder - ABL IP Security Agreement Supplement (Executed)#page6.tif
source=Redwood (ABL) - Rockfarm Joinder - ABL IP Security Agreement Supplement (Executed)#page7.tif
source=Redwood (ABL) - Rockfarm Joinder - ABL IP Security Agreement Supplement (Executed)#page8.tif
source=Redwood (ABL) - Rockfarm Joinder - ABL IP Security Agreement Supplement (Executed)#page9.tif
source=Redwood (ABL) - Rockfarm Joinder - ABL IP Security Agreement Supplement (Executed)#page10.tif

ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “*IP Security Agreement Supplement*”) dated as of August 25, 2023 is among the Person listed on the signature page hereof (the “*Grantor*”) and JPMorgan Chase Bank, N.A., as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, RWL Holdings LLC (f/k/a CI (TRANSPORT) HOLDINGS, LLC), a Delaware limited liability company, (the “*Lead Borrower*”) has entered into the ABL Credit Agreement, dated as of November 4, 2022 (as amended by Amendment No. 1 to ABL Credit Agreement, dated as of May 1, 2023, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with RWL Holdings II Corp., a Delaware corporation, each other Borrower party thereto, each Lender from time to time party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent and as Collateral Agent.

WHEREAS, pursuant to the Credit Agreement, the Grantors party thereto executed and delivered that certain ABL Security Agreement dated as of November 4, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Security Agreement*”) with the Collateral Agent and that certain ABL Intellectual Property Security Agreement dated as of November 4, 2022 among the Persons listed on the signature pages thereof as Grantors and the Collateral Agent. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in any after-acquired Intellectual Property Collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

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

(i) all Patents, Patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the Patents and Patent applications set forth on Schedule A hereto;

(ii) all Trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the Trademark and service mark registrations and applications set forth on 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);

(iii) all Copyrights, including, without limitation, Copyrights in Computer Software, internet web sites and the contents thereof, whether registered or unregistered, including, without limitation, the Copyright registrations set forth on Schedule C hereto;

(iv) all registrations and applications for registration for any of the foregoing;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(vi) 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;

(vii) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to the Grantor in or to any registered Copyright set forth on Schedule D hereto;

(viii) 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

(ix) 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, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage or otherwise with respect to any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (ix), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include, any lease, license or other agreement to the extent that the terms thereof prohibit the assignment of, or granting a security interest in, such lease, license or other agreement or the 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 Credit Agreement; 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. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment and performance of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan 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)), 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 Loan 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 4. Recordation. The 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 Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional 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 Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Execution in Counterparts. This IP Security Agreement Supplement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, email or other means of electronic transmission a signature page to this IP Security Agreement Supplement shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement Supplement.

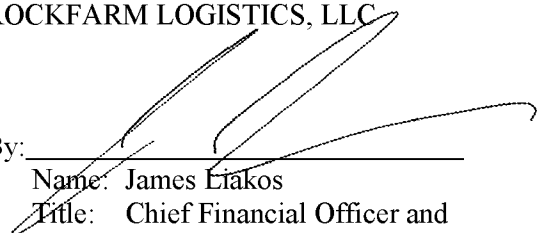
SECTION 7. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including email, telegraphic, telecopy or telex communication or facsimile transmission) and mailed, emailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Lead Borrower at the Lead Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, at its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement.

SECTION 8. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the Laws of the State of New York.

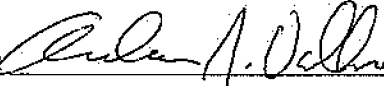
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

ROCKFARM LOGISTICS, LLC

By: 
Name: James Liakos
Title: Chief Financial Officer and
Treasurer

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By  _____

Name: Andrew J. Valko

Title: Authorized Officer

Schedule A to the
ABL Intellectual Property Security Agreement Supplement


PATENT APPLICATIONS/REGISTRATIONS

None.



Schedule B to the
ABL Intellectual Property Security Agreement Supplement

TRADEMARK APPLICATIONS/REGISTRATIONS/LICENSES

Registered Trademarks:

Owner	Title	App. #	Date Filed	Reg. Date	Reg. #
Rockfarm Logistics, LLC		97417408	May 18, 2022	N/A	N/A
Rockfarm Logistics, LLC	ROCKFARM	97415335	May 17, 2022	N/A	N/A
Rockfarm Logistics, LLC	SUPPLY CHAIN COACH	77288978	Sep. 26, 2007	Mar. 18, 2008	3400361
Rockfarm Logistics, LLC	SUPPLY CHAIN GLASS	97421924	May 20, 2022	Jun. 27, 2023	7093132

Unregistered Trademarks:

Title
RATR
Smartsource
Oneview



Domain Names:

1. rttlogistics.net
2. rttlogistics.com
3. rockfarm.com
4. rockfarm.net
5. rockfarmlogistics.net
6. supplychaincoach.info
7. supplychaincoach.net
8. supplychaingcoach.com

**Schedule B to the
ABL Intellectual Property Security Agreement Supplement**

9. ezdockpro.com
10. razia.io
11. rockfarmlogistics.com
12. shipitrightamerica.com
13. gdlusa.com

Schedule C to the
ABL Intellectual Property Security Agreement Supplement

COPYRIGHTS APPLICATIONS/REGISTRATIONS/LICENSES

None.

Schedule D to the
ABL Intellectual Property Security Agreement Supplement

EXCLUSIVE LICENSES IN COPYRIGHTS

None.