

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOXWHEEL, LLC		08/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HANCOCK WHITNEY BANK, as administrative agent		
Street Address:	701 Poydras Street, Suite 1600		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70139		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6932204	BOXWHEEL	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	20815.463		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	09/05/2023		
Total Attachments: 4			
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August 31, 2023

TRADEMARK SECURITY AGREEMENT

WHEREAS, Boxwheel, LLC, a Delaware limited liability company ("Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of August 31, 2023 (as said agreement may be amended from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, each other signatory party thereto, and HANCOCK WHITNEY BANK, as administrative agent for its benefit and the benefit of each of the other Secured Parties ("Administrative Agent"), Grantor has granted to Administrative Agent for its benefit and the benefit of the Secured Parties a security interest in substantially all the assets of Grantor (but not, for the avoidance of doubt, any Excluded Assets) including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and IP Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto; and
- (2) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing; but in no event shall the Collateral include, or the security interest and Lien granted herein attach to, any Excluded Assets.

This security interest is granted in conjunction with the security interests granted to Administrative Agent for its benefit and the benefit of the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

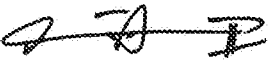
[Signatures On Following Page]

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

Acknowledged:

GRANTOR:

BOXWHEEL, LLC,
a Delaware limited liability company

By: 
Name: Andre Douchane II
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

HANCOCK WHITNEY BANK,
as Administrative Agent

By: 

Name: Jeremy Jones

Title: Senior Vice President

Schedule 1
to Trademark
Security Agreement

TRADEMARKS

TRADEMARK REGISTRATIONS

<u>Registered Owner</u>	<u>Nature of Grantor's Interest (e.g. owner, licensee)</u>	<u>Registered Trademark</u>	<u>Registration No.</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date Registered</u>	<u>Country of Registration</u>
Boxwheel, LLC	Owner	Boxwheel Tradename	6,932,204	12, 35, 39	semi-trucks; Leasing of semi-trailers for semi trucks; Storage of goods; Physical storage of semi-trailers for semi-trucks	December 20, 2022	US
Boxwheel, LLC	Owner	Boxwheel Trademark	6,932,204	12, 35, 39	semi-trucks; Leasing of semi-trailers for semi trucks; Storage of goods; Physical storage of semi-trailers for semi-trucks	December 20, 2022	US