

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM853790

<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>
Blue-Grace Logistics LLC		11/15/2023	Limited Liability Company: FLORIDA
Blue-Grace I.P. LLC		11/15/2023	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	150 East 42nd Street		
<b>Internal Address:</b>	40th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97767484	BLUEGRACE LOGISTICS CONFIDENCE INDEX	
<b>Registration Number:</b>	6822850	THE LOGISTICS BLOG:	
<b>Registration Number:</b>	6480730	BLUEGRACE MANAGED LOGISTICS	
<b>Registration Number:</b>	6385763	BG	
<b>Registration Number:</b>	5987448	BG	
<b>Registration Number:</b>	5863819	BANZAI	
<b>Registration Number:</b>	5321219	BLUEGRACE	
<b>Registration Number:</b>	4932317	MATRIXIQ	
<b>Registration Number:</b>	5527241	SKYVIEW	
<b>Registration Number:</b>	4135386	BLUESHIP	
<b>Registration Number:</b>	4135388	BLUESHIP	
<b>Registration Number:</b>	3997591	BLUEGRACE	
<b>Serial Number:</b>	98113492	SMARTMATCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

OP \$340.00 97767484

**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:** 212.318.6000  
**Email:** yoosonlee@paulhastings.com  
**Correspondent Name:** Yooson Sandy Lee  
**Address Line 1:** Paul Hastings LLP  
**Address Line 2:** 200 Park Avenue  
**Address Line 4:** New York, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	Yooson Sandy Lee
<b>SIGNATURE:</b>	/s/ Yooson Sandy Lee
<b>DATE SIGNED:</b>	11/15/2023

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2023 (this “Agreement”), among BLUE-GRACE LOGISTICS LLC and BLUE-GRACE I.P. LLC (each a “Grantor” and collectively, the “Grantors”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the ABL Credit Agreement dated as of November 15, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among BLUE-GRACE GROUP LLC, as Parent Borrower, the other parties from time to time party hereto and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and (b) the ABL Collateral Agreement dated of November 15, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Parent Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors are Affiliates of the Parent Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(a) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantors hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between

the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

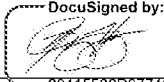
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

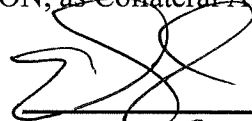
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**BLUE-GRACE LOGISTICS LLC**  
**BLUE-GRACE I.P. LLC**  
as Grantors

By:   
Name: Robert Harris  
Title: Chief Executive Officer & President

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

By:  
Name:  
Title:



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ERIKA SCOLA  
DIRECTOR

Schedule I

Grantor	Trademark	Application Number/ Registration Number	Application Date/ Registration Date
Blue-Grace Logistics LLC	BLUEGRACE LOGISTICS CONFIDENCE INDEX	97767484	25-JAN-2023
Blue-Grace Logistics LLC	THE LOGISTICS BLOG:	6822850	16-AUG-2022
Blue-Grace I.P. LLC	BLUEGRACE MANAGED LOGISTICS	6480730	07-SEP-2021
Blue-Grace I.P. LLC	BG	6385763	15-JUN-2021
Blue-Grace I.P. LLC	BG	5987448	18-FEB-2020
Blue-Grace I.P. LLC	BANZAI	5863819	17-SEP-2019
Blue-Grace I.P. LLC	BLUEGRACE	5321219	31-OCT-2017
Blue-Grace I.P. LLC	MATRIXIQ	4932317	05-APR-2016
Blue-Grace I.P. LLC	SKYVIEW	5527241	31-JUL-2018
Blue-Grace I.P. LLC	BLUESHIP	4135386	01-MAY-2012
Blue-Grace I.P. LLC	BLUESHIP	4135388	01-MAY-2012
Blue-Grace I.P. LLC	BLUEGRACE	3997591	19-JUL-2011
Blue-Grace I.P. LLC	SMARTMATCH	98113492	02-AUG-2023