

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BCB Transport, LLC		11/21/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	BMO Bank N.A.		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7117900	BCB TRANSPORT	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<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:	3122883549		
Email:	susan.jacoby@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle Street		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Michelle A. Covert		
SIGNATURE:	/Michelle A. Covert/		
DATE SIGNED:	11/21/2023		
Total Attachments: 6			
source=96139874#page1.tif			
source=96139874#page2.tif			
source=96139874#page3.tif			
source=96139874#page4.tif			

OP \$40.00 7117900

source=96139874#page5.tif

source=96139874#page6.tif

TRADEMARK COLLATERAL AGREEMENT

This 21st day of November, 2023, BCB TRANSPORT, LLC, a Texas limited liability company (a "*Debtor*"), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO BANK N.A., a national banking association ("*BMO*"), with its mailing address at 320 South Canal Street, Chicago, Illinois 60606 acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successors or assigns to BMO acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

- (i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application;
- and (ii) All proceeds of the foregoing, including without limitation any claim by Debtors against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtors and certain affiliates or related entities of Debtors as set out in that certain Security Agreement dated as of September 9, 2016, among Debtors, certain affiliates of Debtors party thereto and the Administrative Agent (as amended by that certain Master Reaffirmation of and Amendment to Collateral Documents and Omnibus Joinder Agreement, dated as of February 28, 2020, and as further amended by that certain Master Reaffirmation of and Amendment to Collateral Documents and Omnibus Joinder Agreement, dated as of the date hereof, and as the same may be further amended, restated, supplemented or otherwise modified, the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtors for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as any Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Each Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in


the trademarks, trademark registrations, and trademark applications made and granted hereby 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtors have caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

BCB TRANSPORT, LLC

By



Name: Brent Mohasci


Title: Treasurer

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 008265 FRAME: 0467

Accepted and agreed to as of the date and year last above written.

BMO BANK N.A., as Administrative Agent

By  _____

Name: William Thomson
Title: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARK	OWNER	REGISTRATION NUMBER	REGISTRATION DATE
BCB Transport	BCB Transport, LLC	7117900	July 25, 2023