

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861611

| | | | |
|---|------------------------------------|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Realterm Transportation, LLC | | 12/15/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BMO Bank N.A., as Agent | | |
| Street Address: | 320 South Canal Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97926480 | INVESTMENTS THAT KEEP THE WORLD MOVING | |
| Serial Number: | 97872630 | REALTERM | |
| Serial Number: | 97872873 | REALTERM LOGISTICS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8662271809 | | |
| <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: | 800-927-9801 x62348 | | |
| Email: | pagodoa@gmail.com | | |
| Correspondent Name: | CSC Global | | |
| Address Line 1: | 1090 Vermont Avenue, NW, Suite 430 | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 912 (CSC1 ref#-1354121) | | |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa | | |
| SIGNATURE: | /pja/ | | |
| DATE SIGNED: | 12/17/2023 | | |
| Total Attachments: 5 | | | |
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| source=912 (TM Realterm Transportation LLC)#page2.tif | | | |

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TRADEMARK COLLATERAL AGREEMENT

This 15th day of December, 2023, Realterm Transportation, LLC, a Delaware limited liability company (“*Debtor*”) with its principal place of business and mailing address at 201 West St. Annapolis, Maryland 21401, 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 successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the 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 Debtor 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 Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, or restated from time to time (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 Agent of any applications by Debtor 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 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 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 Trademark Office, then that application shall cease to be partly exempted from this Agreement.

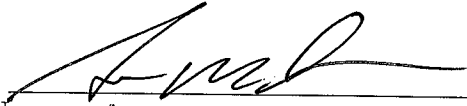
Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

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, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

REALTERM TRANSPORTATION, LLC


By 
Name Aaron M. Sacks
Title Managing Director and General Counsel

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 008290 FRAME: 0497

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

BMO BANK N.A.


By 
Name: Kelsey O'Connor
Title: Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

| <u>FEDERAL TRADEMARK</u> | <u>REG. NO.</u> | <u>GRANTED</u> |
|---|-----------------|----------------|
| INVEESTMENTS THAT KEEP THE WORLD MOVING | 97926480 | MAY 8, 2023 |

| <u>FEDERAL TRADEMARK</u> | <u>APPLICATION NO.</u> | <u>APPLICATION DATE</u> |
|---|------------------------|-------------------------|
| REALTERM | 97/872,630 | APRIL 4, 2023 |
|  | 97/872,873 | APRIL 4, 2023 |