

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM864993

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jetco Delivery, L.L.C.		12/29/2023	Limited Liability Company: TEXAS
GTI USA Inc.		12/29/2023	Corporation: DELAWARE
CCD Limited Partnership		12/29/2023	Limited Partnership: MANITOBA
133678 Canada Inc.		12/29/2023	Corporation: CANADA
Precision Specialized Inc.		12/29/2023	Corporation: CANADA
GTI Transport Solutions Inc.		12/29/2023	Corporation: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of Montreal, as Administrative Agent
<b>Street Address:</b>	100 King Street West
<b>City:</b>	Toronto
<b>State/Country:</b>	ONTARIO
<b>Postal Code:</b>	M5X 1H3
<b>Entity Type:</b>	Bank: CANADA

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	90332615	GTI
Serial Number:	90316077	GTI USA
Serial Number:	90322659	#WEAREPRECISION
Serial Number:	90322687	PRECISION: IT'S WHO WE ARE-IT'S WHAT WE
Serial Number:	90179381	PRECISION SPECIALIZED INC.
Serial Number:	98109871	PRECISION SPECIALIZED
Serial Number:	90230849	JETCO
Serial Number:	87370215	CANADA CARTAGE
Serial Number:	98109923	NOMADE TRANSPORT

## CORRESPONDENCE DATA

Fax Number: 2024083141

*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.*

TRADEMARK

**Phone:** 2024083141  
**Email:** jean.paterson@cscglobal.com  
**Correspondent Name:** CSC  
**Address Line 1:** 1090 Vermont Avenue, NW  
**Address Line 4:** Washington, D.C. 20005

**NAME OF SUBMITTER:** Jean Paterson

**SIGNATURE:** /jep/

**DATE SIGNED:** 01/02/2024

**Total Attachments: 10**

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source=1-2-2024 Jetco\_Delivery\_LLC\_TM#page12.tif

**TRADEMARK COLLATERAL AGREEMENT – U.S. IP**

This Trademark Collateral Agreement – U.S. IP (this “**Trademark Collateral Agreement**”), dated as of December 29, 2023, is made by Jetco Delivery, L.L.C., GTI USA Inc., CCD Limited Partnership (Canada), 133678 Canada Inc., Precision Specialized Inc. and GTI Transport Solutions Inc. (each, a “**Debtor**”, and collectively, the “**Debtors**”), in favor of Bank of Montreal, in its capacity as administrative agent (the “**Administrative Agent**”).

**WHEREAS**, each Debtor is required to grant the Administrative Agent a security interest in such Debtor’s right, title and interest in and to the Subject IP and certain other Trademark Collateral (as defined below) pursuant to the Security Agreements (as defined below).

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtors hereby agree as follows:

1. Each Debtor hereby grants to the Administrative Agent (for its own benefit and for the benefit of the other Secured Parties) a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property (excluding all Excluded Property (as defined in the Security Agreements) and Intent-to-Use Applications (as defined below)), wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(i) the Subject IP listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each item of Subject IP and all extensions and renewals thereof; and

(ii) all proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by such Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any Subject IP listed on Schedule A hereto or by reason of injury to the goodwill associated with any Subject IP, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Liabilities of such Debtor as set out in either (i) that certain U.S. Security Agreement, dated as of the date hereof, by and among, *inter alios*, Jetco Delivery, L.L.C. and GTI USA Inc., the other debtors party thereto, and the Administrative Agent (as the same may be amended, modified, or restated from time to time, the “**U.S. Security Agreement**”) or (ii) that certain General Security Agreement, dated as of November 1, 2022, as supplemented by a Supplement to General Security Agreement dated as of June 30, 2023 and a Second Supplement to General Security Agreement dated as of the date hereof, by and among, *inter alios*, Precision Specialized Inc., GTI Transport Solutions Inc., CCD Limited Partnership and 133678 Canada Inc., the other debtors party thereto, and the Administrative Agent (as the same may be amended, modified, or restated from time to time, the “**Canadian Security Agreement**”); and the Canadian Security Agreement together with the U.S. Security Agreement, the “**Security Agreement**”). Except as

otherwise defined herein, all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreements.

2. Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to, security interest in, or lien on, any Excluded Property (as defined in the Security Agreements) or any applications by any Debtor for any trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use or Amendment to Allege Use having been filed and accepted by the U.S. Patent and Trademark Office (collectively, “**Intent-to-Use Applications**”). When a Statement of Use is filed and accepted by the Trademark Office, then that trademark application shall cease to be exempted from this Trademark Collateral Agreement.

3. Each Debtor authorizes the Commissioner for Trademarks at the U.S. Patent and Trademark Office and any other applicable government officials to record and register this Trademark Collateral Agreement upon request by the Administrative Agent. 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 trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement to which such Debtor is party, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral owned by each Debtor are as provided by the Security Agreement to which such Debtor is party, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

4. For the purposes of any communication with the Administrative Agent regarding the Subject IP, its contact particulars are as follows:

Bank of Montreal, as Administrative Agent  
100 King Street West  
Toronto, Ontario M5X 1H3  
Attention: Sean P. Gallaway  
Director, Corporate Banking  
E-mail: [sean.gallaway@bmo.com](mailto:sean.gallaway@bmo.com)

5. This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart hereof.

6. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York, without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[signature on the next following page]

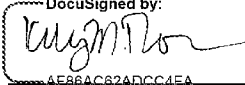
**IN WITNESS WHEREOF** the undersigned have caused this Trademark Collateral Agreement to be duly executed as of the date first written above.

**JETCO DELIVERY, L.L.C.**

By:    
 DocuSigned by:  
 AF86AC62ADCC4FA  
 Name: **Kelly Thomson**  
 Title: Vice President and Secretary


**IN WITNESS WHEREOF** the undersigned have caused this Trademark Collateral Agreement to be duly executed as of the date first written above.

**GTI USA INC.**

By:    
 AF66AC82ADCC4EA \_\_\_\_\_  
 Name: **Kelly Thomson**  
 Title: Vice President and Secretary

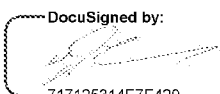
**IN WITNESS WHEREOF** the undersigned have caused this Trademark Collateral Agreement to be duly executed as of the date first written above.

**133678 CANADA INC.**

By:   
Name: **William Jeffrey Lindsay**  
Title: President and Chief Executive Officer

**IN WITNESS WHEREOF** the undersigned have caused this Trademark Collateral Agreement to be duly executed as of the date first written above.

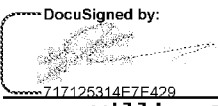
**PRECISION SPECIALIZED INC.**

By:  74726214E7E422  
Name: **William Jeffrey Lindsay**  
Title: President and Chief Executive Officer




**IN WITNESS WHEREOF** the undersigned have caused this Trademark Collateral Agreement to be duly executed as of the date first written above.

**GTI TRANSPORT SOLUTIONS INC.**

By:   
Name: **William Jeffrey Lindsay**  
Title: President and Chief Executive Officer

**IN WITNESS WHEREOF** the undersigned have caused this Trademark Collateral Agreement to be duly executed as of the date first written above.





**CCD LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, CCD GP ULC**


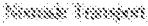
By:   
Name: **William Jeffrey Lindsay**  
Title: President and Chief Executive Officer

**SCHEDULE A**

**SUBJECT IP**

**Registered trademarks and applications for trademark registrations:**

Citation	Owner Name	Country	Application Number	Application Date	Registration Number	Registration Date	Status
GTI 	GTI TRANSPORT SOLUTIONS INC.	USPTO	90332615	20-NOV-2020			Pending
GTI USA 	GTI USA INC.	USPTO	90316077	12-NOV-2020	6702645	12-APR-2022	Registered
#WEAREPRECISION	PRECISION SPECIALIZED, INC.	USPTO	90322659	16-NOV-2020	6364541	25-MAY-2021	Registered
PRECISION: IT'S WHO WE ARE- IT'S WHAT WE DO	PRECISION SPECIALIZED, INC.	USPTO	90322687	16-NOV-2020	6460858	24-AUG-2021	Registered
PRECISION SPECIALIZED INC. 	PRECISION SPECIALIZED, INC.	USPTO	90179381	14-SEP-2020			Pending
PRECISION SPECIALIZED	PRECISION SPECIALIZED, INC.	USPTO	98109871	31-JUL-2023			Pending
JETCO 	JETCO DELIVERY, LLC	USPTO	90230849	01-OCT-2020	6401382	29-JUN-2021	Registered

Citation	Owner Name	Country	Application Number	Application Date	Registration Number	Registration Date	Status
CANADA CARTAGE 	CCD LIMITED PARTNERSHI P (Canada)	USPTO	App 87370215	App 14-MAR-2017	Reg 5598392	Reg 06-NOV-2018	Registered
NOMADE TRANSPORT 	133678 CANADA INC.	USPTO	98109923	31-JUL-2023			Pending