

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM340132

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEKO WORLDWIDE, LLC		04/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., as administrative agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1470985	SEKO	
Registration Number:	3125393	SEKO	
Registration Number:	4094619	SEKO LOGISTICS - INTELLIGENCE DELIVERED	
Registration Number:	2117536	SEKO WORLDWIDE	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40870000019		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	05/01/2015		

CH \$115.00 1470985

Total Attachments: 4

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of April 30, 2015, by SEKO WORLDWIDE, LLC (“**Grantor**”), in favor of BMO HARRIS BANK N.A., in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, the Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated April 30, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subject to the provisions of that certain Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, referred to in this paragraph as the “Intercreditor Agreement”), dated as of April 30, 2015 among SEKO GLOBAL LOGISTICS NETWORK, LLC, a Delaware limited liability company, SEKO WORLDWIDE, LLC, a Delaware limited liability company, certain of their Subsidiaries and each other person who guarantees, or otherwise grants a lien or

EXECUTION VERSION

security interest on its assets is referred to in this paragraph as a “Credit Party” and, collectively, as the “Credit Parties”), BMO HARRIS BANK N.A., in its capacity as the ABL Agent (including its successors and assigns from time to time), BABSON CAPITAL FINANCE LLC, in its capacity as the Term Loan Agent (including its successors and assigns from time to time), and certain other persons which may be or become parties thereto or become bound thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control, and each party to hereto hereby acknowledges that it is bound by the provisions of the Intercreditor Agreement.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

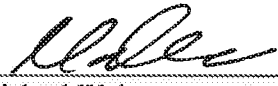
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(Signature Page to Trademark Security Agreement)

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

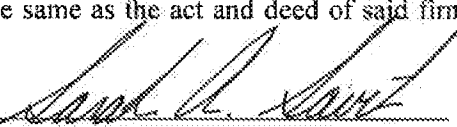
GRANTOR:

SEKO WORLDWIDE, LLC, a Delaware limited liability company

By: 
Michael Weiss
Assistant Secretary

STATE OF NEW YORK
COUNTY OF WESTCHESTER ss.:

On this 30th day of April, 2015, before me personally came Michael Weiss, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Assistant Secretary of SEKO Worldwide, LLC, a Delaware limited liability company, and that she executed the foregoing instrument in the firm name of SEKO WORLDWIDE, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


NOTARY SEAL

SARAH A. SAVIT
Notary Public, State of New York
No. 4938092
Qualified in Westchester County
Commission Expires July 18, 2018

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Goods
SEKO	Registered	73/635163	12-Dec-1986	1470985	29-Dec-1987	Air freight shipping services
SEKO (AND DESIGN)	Registered	76/608433	24-Aug-2004	3125393	08-Aug-2006	Freight transportation by truck, air and sea and warehousing
SEKO LOGISTICS INTELLIGENCE DELIVERED	Registered	85/212533	07-Jan-2011	4094619	31-Jan-2012	Freight transportation and logistical services by truck, air and sea, and related warehousing services
SEKO WORLDWIDE	Registered	75/122620	20-Jun-1996	2117536	02-Dec-1997	Freight transportation by truck, air and sea; and warehousing