

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433044

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AIT WORLDWIDE LOGISTICS, INC.		06/23/2017	Corporation: ILLINOIS
SUMMIT EXPEDITED LOGISTICS, INC.		06/23/2017	Corporation: ILLINOIS

## RECEIVING PARTY DATA

<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION, AS AGENT
<b>Street Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC
<b>Internal Address:</b>	500 FIRST AVENUE
<b>City:</b>	PHILADELPHIA
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	3200736	AIT WORLDWIDE LOGISTICS
<b>Registration Number:</b>	3200737	AIT WORLDWIDE LOGISTICS
<b>Registration Number:</b>	3484200	AIT WORLDWIDE LOGISTICS
<b>Registration Number:</b>	4303736	SUMMIT EXPEDITED LOGISTICS
<b>Registration Number:</b>	4426072	SUMMIT EXPEDITED LOGISTICS
<b>Registration Number:</b>	4773979	OUR PEOPLE DELIVER

## CORRESPONDENCE DATA

Fax Number: 2158325619

*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: 215-569-5619

Email: PECSENYE@BLANKROME.COM

Correspondent Name: TIMOTHY D. PECSENYE

Address Line 1: BLANK ROME LLP

Address Line 2: ONE LOGAN SQUARE

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

OP \$165.00 3200736

<b>ATTORNEY DOCKET NUMBER:</b>	074658-17037
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	06/29/2017

**Total Attachments: 13**

source=IP Agreement#page1.tif  
source=IP Agreement#page2.tif  
source=IP Agreement#page3.tif  
source=IP Agreement#page4.tif  
source=IP Agreement#page5.tif  
source=IP Agreement#page6.tif  
source=IP Agreement#page7.tif  
source=IP Agreement#page8.tif  
source=IP Agreement#page9.tif  
source=IP Agreement#page10.tif  
source=IP Agreement#page11.tif  
source=IP Agreement#page12.tif  
source=IP Agreement#page13.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 23<sup>rd</sup> day of June, 2017 by AIT WORLDWIDE LOGISTICS, INC., a corporation organized under the laws of the State of Illinois and SUMMIT EXPEDITED LOGISTICS, INC., a corporation organized under the laws of the State of Illinois (each a "Grantor" and collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent for the Lenders ("Agent").

### W I T N E S S E T H

WHEREAS, Grantors and AIT CUSTOMS BROKERAGE INC., a corporation organized under the laws of the State of Illinois ("AIT Customs", together with Grantors and each Person joined as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), SUMMIT TRANSPORTATION, INC., a corporation organized under the laws of the State of Illinois ("Summit Transportation"), WC LOGISTICS, INC., a corporation organized under the laws of the State of Illinois ("WC Logistics"), AIT GLOBAL, LLC, a limited liability company formed under the laws of the State of Illinois ("AIT Global", together with Summit Transportation, WC Logistics, and each Person joined as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor" and together with the Borrowers, collectively the "Loan Parties" and each a "Loan Party"), have entered into that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof with the financial institutions which are now or which thereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender") and Agent (as amended, restated, supplemented, or replaced from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, copyrights and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right,

title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, copyright, copyright application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the “Trademarks”, such copyrights and copyright applications, the “Copyrights” and such patents and patent applications, the “Patents”), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Agent.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, copyrights, copyright applications, patents and patent applications owned or registered to Grantors as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

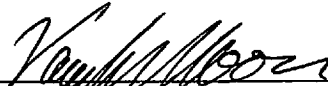
6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article 13 thereof.

**[Signatures to appear on following page]**

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

AIT WORLDWIDE LOGISTICS, INC.

By:   
Name: Vaughn Moore  
Title: President

SUMMIT EXPEDITED LOGISTICS INC.

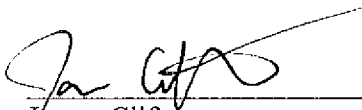
By:   
Name: Vaughn Moore  
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 006093 FRAME: 0707

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: James Clifton  
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK, COPYRIGHT, AND PATENT SECURITY  
AGREEMENT]

**TRADEMARK**  
**REEL: 006093 FRAME: 0708**

**SCHEDULE 1**

**Trademarks**

<u>COUNTRY (CODE)</u>	<u>TRADEMARK</u>	<u>OWNER</u>	<u>CLASS</u>	<u>APPLN. NO.</u>	<u>APPLN. FILING</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Argentina (AR)	AIT WORLDWIDE LOGISTICS & Design	AIT Worldwide Logistics, Inc.	39	2.637.314	12/7/2005	2,147,420	3/1/2007	Registered
Australia (AU)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	1071099	8/19/2005	1071099	3/6/2006	Registered
Bangladesh (BD)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	16	95477	11/23/2005			Pending
Brazil (BR)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	828115664	1/25/2006	828115664	8/12/2008	Registered
Canada (CA)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	N/A	1325341	11/22/2006	TMA826858	6/21/2012	Registered
China (CN)	AIT WORLDWIDE: LOGISTICS	AIT Worldwide Logistics, Inc.	39	5108855	1/9/2006	5108855	5/21/2009	Registered
European Community (EM)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	35, 39	004606752	8/26/2005	4606752	8/19/2008	Registered
Hong Kong (HK)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	35, 39	303482550		303482550	7/23/2015	Registered
India (IN)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	1498619	10/25/2006			Registered
Indonesia (ID)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	J00.2005.025898.	11/24/2005	IDM000132 012	7/31/2007	Registered
Israel (IL)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	183138	8/22/2005	183,138	5/2/2007	Registered

<u>COUNTRY</u> <u>(CODE)</u>	<u>TRADEMARK</u>	<u>OWNER</u>	<u>CLASS</u>	<u>APPLN. NO.</u>	<u>APPLN.</u> <u>FILING</u>	<u>REG.</u> <u>NO.</u>	<u>REG.</u> <u>DATE</u>	<u>STATUS</u>
Jordan (JO)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	84681	1/25/2006	84681	12/12/2006	Registered
Macau (MO)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	N/3794I	8/8/2008	N/3794I	2/2/2009	Registered
Malaysia (MY)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	2005/17315	10/13/2005	5017315	1/4/2008	Registered
Mexico (MX)	AIT WORLDWIDE LOGISTICS & Design	AIT Worldwide Logistics, Inc.	35	820993	11/22/2006	1033510	3/31/2008	Registered
Pakistan (PK)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	215775	11/29/2005			Pending
Singapore (SG)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	T05/15004H	8/24/2005	T05/15004H	3/21/2006	Registered
Sri Lanka (LK)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	129095	11/30/2005			Pending
Taiwan (TW)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	094040794	8/24/2005	1221796	8/1/2006	Registered
Thailand (TH)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	611568	12/1/2005	Bor31876	11/24/2006	Registered
Turkey (TR)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	2005-G-137066	8/23/2005	200535541	8/23/2005	Registered
United States (US)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	35	78/678,176	7/26/2005	3,200,736	1/23/2007	Registered
United States (US)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	78/678,200	7/26/2005	3,200,737	1/23/2007	Registered
United States (US)	AIT WORLDWIDE LOGISTICS & Design	AIT Worldwide Logistics, Inc.	39	77/363,751	1/3/2008	3,484,200	8/12/2008	Registered



<u>COUNTRY</u> <u>(CODE)</u>	<u>TRADEMARK</u>	<u>OWNER</u>	<u>CLASS</u>	<u>APPLN. NO.</u>	<u>APPLN.</u> <u>FILING</u>	<u>REG.</u> <u>NO.</u>	<u>REG.</u> <u>DATE</u>	<u>STATUS</u>
United States (US)	SUMMIT EXPEDITED LOGISTICS	Summit Expedited Logistics Inc.	35	85/500,456	12/20/2011	4,303,736	3/19/2013	Registered
United States (US)	SUMMIT EXPEDITED LOGISTICS & Design	Summit Expedited Logistics Inc.	35	85/506,144	12/30/2011	4,426,072	10/29/2013	Registered
Vietnam (VN)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	39	4-2005-16222	12/1/2005	89313	9/20/2007	Registered
United States (US)	OUR PEOPLE DELIVER	AIT Worldwide Logistics, Inc.	35, 39	6/264,055	/28/2014	4,773,979	07/14/2015	Registered

**SCHEDULE 1 CONT'D**

**Copyrights**

**None**

**SCHEDULE 1 CONT'D**

**Patents**

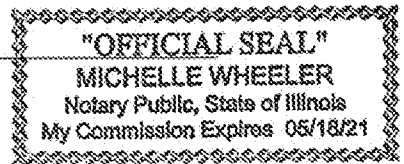
**None**

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 21 of June, 2017, before me personally appeared Vaughn Moore, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of AIT Worldwide Logistics, Inc. and Summit Expedited Logistics Inc., that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such companies; and he desires the same to be recorded as such.

  
Notary Public  
My Commission Expires:



[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

## POWER OF ATTORNEY

**Dated: June 23, 2017**

AIT WORLDWIDE LOGISTICS, INC., a corporation organized under the laws of the State of Illinois and SUMMIT EXPEDITED LOGISTICS, INC., a corporation organized under the laws of the State of Illinois (each a “Grantor” and collectively, the “Grantors”), hereby authorize PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, “Agent”), as agent for the Lenders (as defined below) under that certain Revolving Credit, Term Loan and Security Agreement among Grantors and AIT CUSTOMS BROKERAGE INC., a corporation organized under the laws of the State of Illinois (“AIT Customs”, together with Grantors and each Person joined as a borrower from time to time, collectively, the “Borrowers” and each a “Borrower”), SUMMIT TRANSPORTATION, INC., a corporation organized under the laws of the State of Illinois (“Summit Transportation”), WC LOGISTICS, INC., a corporation organized under the laws of the State of Illinois (“WC Logistics”), AIT GLOBAL, LLC, a limited liability company formed under the laws of the State of Illinois (“AIT Global”, together with Summit Transportation, WC Logistics, and each Person joined as a guarantor from time to time, collectively, the “Guarantors”, and each a “Guarantor” and together with the Borrowers, collectively the “Loan Parties” and each a “Loan Party”), the financial institutions which are now or which thereafter become a party thereto (collectively, the “Lenders” and each individually a “Lender”) and Agent, (as the same has been and may hereafter be amended, modified, restated or replaced from time to time, the “Loan Agreement”), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantors and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Intellectual Property Security Agreement”), including, without limitation, to execute on behalf of Grantors a supplement to the Intellectual Property Security Agreement, to use the Trademarks, Copyrights and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks, Copyrights or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Copyrights or Patents to anyone else, in each case subject to the terms of the Intellectual Property Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Security Agreement, the Loan Agreement and the Other Documents.

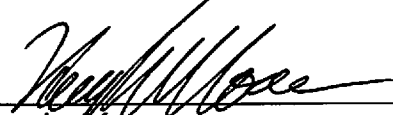
This Power of Attorney shall be irrevocable for the life of the Intellectual Property Security Agreement.

IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney as of the date stated above.

AIT WORLDWIDE LOGISTICS, INC.

By:   
Name: Vaughn Moore  
Title: President

SUMMIT EXPEDITED LOGISTICS INC.

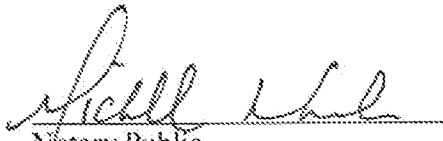
By:   
Name: Vaughn Moore  
Title: President

[SIGNATURE PAGE TO POWER OF ATTORNEY]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA       :  
STATE OF                               :  
COUNTY OF                           :

On this 21 of June, 2017, before me personally appeared Vaughn Moore, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of AIT Worldwide Logistics, Inc. and Summit Expedited Logistics Inc., that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such companies; and he desires the same to be recorded as such.



Notary Public  
My Commission Expires:



[SIGNATURE PAGE TO POWER OF ATTORNEY]