

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435977

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARRIX HOLDINGS, LLC		07/19/2017	Limited Liability Company: DELAWARE
CARRIX, INC.		07/19/2017	Corporation: WASHINGTON
CARRIX CANADA, INC.		07/19/2017	Corporation: WASHINGTON
FRS AFRICA, INC.		07/19/2017	Corporation: WASHINGTON
INLAND SERVICES, INC.		07/19/2017	Corporation: WASHINGTON
RAIL SERVICES OF AMERICA, INC.		07/19/2017	Corporation: WASHINGTON
SSA MARINE, INC.		07/19/2017	Corporation: WASHINGTON
SSA ASIA, INC.		07/19/2017	Corporation: WASHINGTON
SSA INTERNATIONAL, INC.		07/19/2017	Corporation: WASHINGTON
SSA MEXICO, INC.		07/19/2017	Corporation: WASHINGTON
SSA NEW ZEALAND, INC.		07/19/2017	Corporation: WASHINGTON
TIDEWORKS TECHNOLOGY, INC.		07/19/2017	Corporation: WASHINGTON

## RECEIVING PARTY DATA

<b>Name:</b>	DNB BANK ASA, NEW YORK BRANCH
<b>Street Address:</b>	200 PARK AVENUE, 31ST FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10166
<b>Entity Type:</b>	PUBLIC LIMITED COMPANY: NORWAY

## PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2973161	CARRIX
Registration Number:	2973162	CARRIX
Registration Number:	2978667	CARRIX
Registration Number:	4732629	CREATING SUCCESS
Registration Number:	2973163	
Registration Number:	2973164	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2995777	
Registration Number:	4274997	DIGITAL BRIDGE
Registration Number:	3328687	FORECAST
Registration Number:	3328688	GATEVISION
Registration Number:	4112962	INTERMODAL PRO
Registration Number:	4119502	IPRO
Registration Number:	2778138	MAINSAIL TERMINAL MANAGEMENT SYSTEM
Registration Number:	3901658	MAINSAIL VANGUARD
Registration Number:	2742584	SPINNAKER PLANNING MANAGEMENT SYSTEM
Registration Number:	2973165	SSA MARINE
Registration Number:	2973166	SSA MARINE
Registration Number:	2973167	SSA MARINE
Registration Number:	1417751	STEVEDORING SERVICES OF AMERICA
Registration Number:	3053683	T
Registration Number:	2820125	TIDEWORKS TECHNOLOGY
Serial Number:	86846413	TIDEWORKS INSIGHT

#### CORRESPONDENCE DATA

Fax Number: 6508385109

*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: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: MARIE-ALEXIS VALENTE

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	34201/6
NAME OF SUBMITTER:	MARIE-ALEXIS VALENTE
SIGNATURE:	/MARIE-ALEXIS VALENTE/
DATE SIGNED:	07/20/2017

#### Total Attachments: 12

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of July 19, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of DNB Bank ASA, New York Branch, as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Intercreditor Agreement referred to below).

WHEREAS, (a) Carrix, Inc., a Washington corporation (the “*Company*”), and the guarantors named therein have entered into a Credit Agreement dated as of July 19, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with DNB Bank ASA, New York Branch, as Administrative Agent and as Collateral Agent, and the lenders from time to time party thereto and (b) the Company has issued Guaranteed Senior Secured Notes pursuant to a Note and Guaranty Agreement, dated as of July 19, 2017 (as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time, the “*Note and Guaranty Agreement*”), among the Company, Holdings, certain of the Company’s subsidiaries and the Senior Secured Note Purchasers.

WHEREAS, the Company and the other Grantors have entered into the Collateral Agency and Intercreditor Agreement, dated as of July 19, 2017, (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Intercreditor Agreement*”) with the Agents, the Senior Secured Noteholders, each Secured Hedge Bank from time to time party thereto and each other Secured Party from time to time party thereto, pursuant to which the Secured Parties (other than the Collateral Agent) have appointed DNB Bank ASA, New York Branch, as Collateral Agent for the benefit of the Secured Parties with respect to the Collateral. Terms defined in the Intercreditor Agreement and not otherwise defined herein (including the recitals hereto) are used herein as defined in the Intercreditor Agreement.

WHEREAS, as a condition precedent to (a) the making of Senior Facilities Loans and the issuance of Letters of Credit (as defined in the Credit Agreement) under the Credit Agreement, (b) the entry into Secured Hedge Agreements by the Secured Hedge Banks from time to time and (c) the purchase of the Senior Secured Notes by the Senior Secured Note Purchasers pursuant to the Note and Guaranty Agreement, each Grantor and the other grantors party thereto have executed and delivered that certain Security Agreement dated July 19, 2017 among the Grantors, the other grantors party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. To secure the payment when due (whether by acceleration or otherwise) of all of the Secured Obligations, each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (the "*Collateral*"):

(a) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "*Trademarks*");

(c) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

*provided* that, notwithstanding anything to the contrary in this IP Security Agreement, this IP Security Agreement shall not constitute a grant of a security interest in any Collateral that would result in the forfeiture or impairment of any Grantor's rights in such property including any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such Trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.).

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Obligation Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Secured Obligation Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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 by telecopier or other electronic communication of an executed counterpart of this IP Security Agreement, any amendment or waiver of any provision of this IP Security Agreement or of any IP Security Agreement Supplement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral 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. If there is any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

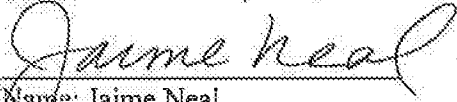
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

*[Signature Pages Follow]*

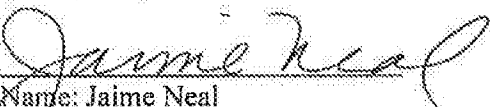
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**CARRIX HOLDINGS, LLC**

By   
Name: Jaime Neal  
Title: Senior Vice President, Treasurer and  
Assistant Treasurer

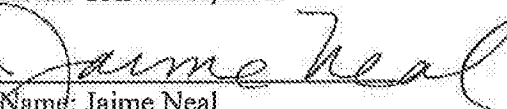
Address for Notices:  
1131 SW Klickitat Way  
Seattle, WA 98134

**CARRIX, INC.**

By   
Name: Jaime Neal  
Title: Senior Vice President and Treasurer

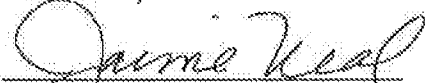
Address for Notices:  
1131 SW Klickitat Way  
Seattle, WA 98134

**CARRIX CANADA, INC.**

By   
Name: Jaime Neal  
Title: Senior Vice President and Treasurer

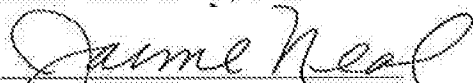
Address for Notices:  
1131 SW Klickitat Way  
Seattle, WA 98134

FRS AFRICA, INC.

By   
Name: Jaime Neal  
Title: Senior Vice President and Treasurer

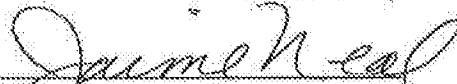
Address for Notices:  
1131 SW Klickitat Way  
Seattle, WA 98134

INLAND SERVICES, INC.

By   
Name: Jaime Neal  
Title: Senior Vice President and Treasurer

Address for Notices:  
1131 SW Klickitat Way  
Seattle, WA 98134

RAIL SERVICES OF AMERICA, INC.

By   
Name: Jaime Neal  
Title: Senior Vice President and Treasurer

Address for Notices:  
1131 SW Klickitat Way  
Seattle, WA 98134

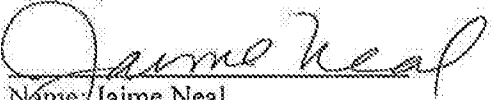
SSA MARINE, INC.

By   
Name: Jaime Neal  
Title: Senior Vice President and Treasurer

Address for Notices:  
1131 SW Klickitat Way  
Seattle, WA 98134

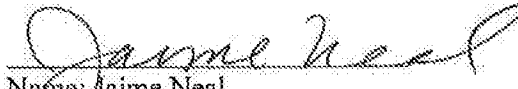


**SSA ASIA, INC.**

By   
Name: Jaime Neal  
Title: Senior Vice President and Treasurer

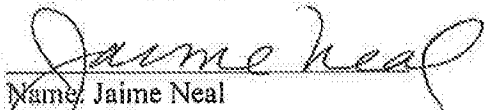
Address for Notices:  
1131 SW Klickitat Way  
Seattle, WA 98134

**SSA INTERNATIONAL, INC.**

By   
Name: Jaime Neal  
Title: Senior Vice President and Treasurer

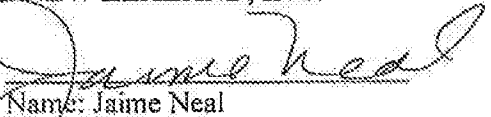
Address for Notices:  
1131 SW Klickitat Way  
Seattle, WA 98134

**SSA MEXICO, INC.**

By   
Name: Jaime Neal  
Title: Senior Vice President and Treasurer


Address for Notices:  
1131 SW Klickitat Way  
Seattle, WA 98134

**SSA NEW ZEALAND, INC.**

By   
Name: Jaime Neal  
Title: Senior Vice President and Treasurer

Address for Notices:  
1131 SW Klickitat Way  
Seattle, WA 98134

TIDEWORKS TECHNOLOGY, INC.


By   
Name: Jaime Neal  
Title: Senior Vice President and Treasurer

Address for Notices:  
1131 SW Klickitat Way  
Seattle, WA 98134

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006110 FRAME: 0390**

DNB BANK ASA, NEW YORK BRANCH, as  
Collateral Agent

By:   
Name: **Magdalena Brzostowska**  
Title: **First Vice President**

By:   
Name: **Vadim Shutov**  
Title: **Assistant Treasurer**

Schedule A

**Patents**

None.

Schedule B

**Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. / Date</b>	<b>App. No. / Filed</b>	<b>Owner</b>	<b>Status</b>
CARRIX	United States	2973161 19-JUL-2005	78234471 07-APR-2003	Carrix, Inc.	Registered
CARRIX	United States	2973162 19-JUL-2005	78234481 07-APR-2003	Carrix, Inc.	Registered
CARRIX	United States	2978667 26-JUL-2005	78234475 07-APR-2003	Carrix, Inc.	Registered
CREATING SUCCESS	United States	4732629 05-MAY-2015	86166612 15-JAN-2014	Tideworks Technology, Inc.	Registered
DESIGN ONLY	United States	2973163 19-JUL-2005	78234490 07-APR-2003	Carrix, Inc.	Registered
DESIGN ONLY	United States	2973164 19-JUL-2005	78234498 07-APR-2003	Carrix, Inc.	Registered
DESIGN ONLY	United States	2995777 13-SEP-2005	78234502 07-APR-2003	Carrix, Inc.	Registered
DIGITAL BRIDGE	United States	4274997 15-JAN-2013	85633359 23-MAY-2012	Tideworks Technology, Inc.	Registered
FORECAST	United States	3328687 06-NOV-2007	77110257 18-FEB-2007	Tideworks Technology, Inc.	Registered
GATEVISION	United States	3328688 06-NOV-2007	77110258 18-FEB-2007	Tideworks Technology, Inc.	Registered
INTERMODAL PRO	United States	4112962 13-MAR-2012	85225456 25-JAN-2011	Tideworks Technology, Inc.	Registered
IPRO	United States	4119502 27-MAR-2012	85225328 25-JAN-2011	Tideworks Technology, Inc.	Registered
MAINSAIL TERMINAL MANAGEMENT SYSTEM	United States	2778138 28-OCT-2003	75896192 13-JAN-2000	Tideworks Technology, Inc.	Registered
MAINSAIL VANGUARD	United States	3901658 04-JAN-2011	77837612 29-SEP-2009	Tideworks Technology, Inc.	Registered
SPINNAKER PLANNING MANAGEMENT SYSTEM	United States	2742584 29-JUL-2003	75896360 13-JAN-2000	Tideworks Technology, Inc.	Registered
SSA MARINE	United States	2973165 19-JUL-2005	78234515 07-APR-2003	Carrix, Inc.	Registered
SSA MARINE	United States	2973166 19-JUL-2005	78234524 07-APR-2003	Carrix, Inc.	Registered
SSA MARINE	United States	2973167 19-JUL-2005	78234526 07-APR-2003	Carrix, Inc.	Registered
STEVEDORING SERVICES OF AMERICA	United States	1417751 18-NOV-1986	73550533 29-JUL-1985	SSA Containers, Inc.	Registered
T	United States	3053683 31-JAN-2006	78462969 05-AUG-2004	Tideworks Technology, Inc.	Registered
TIDEWORKS TECHNOLOGY	United States	2820125 02-MAR-2004	75896188 13-JAN-2000	Tideworks Technology, Inc.	Registered

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. / Date</b>	<b>App. No. / Filed</b>	<b>Owner</b>	<b>Status</b>
TIDEWORKS INSIGHT	United States	N/A	86846413 11-DEC-2015	Tideworks Technology, Inc.	Pending (ITU)

Schedule C

**Copyrights**

<b>Title of Work</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
Mainsail Terminal Management System	United States	Txu955423	15-MAY-2000	Stevedoring Services of America, Inc., d/b/a Tideworks Technology