

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AFN, LLC		11/28/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 West Monroe Street		
Internal Address:	5th Floor Center		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4346413	AFN	
Registration Number:	4346415	THE BEST WAY EVERY DAY	
Serial Number:	87527787	PEOPLE-POWERED LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	3126097777		
<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:	312-609-7777		
Email:	acurley@vedderprice.com		
Correspondent Name:	Angelique Curley		
Address Line 1:	222 N. LaSalle Street		
Address Line 2:	Vedder Price		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40870.00.0261		
NAME OF SUBMITTER:	Angelique Curley		
SIGNATURE:	/Angelique Curley/		
DATE SIGNED:	12/06/2017		
Total Attachments: 3			

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This **TRADEMARK SECURITY AGREEMENT** (this “**Trademark Agreement**”) is made as of November 28, 2017, by **AFN, LLC**, an Illinois limited liability company (“**Grantor**”), in favor of **BMO HARRIS BANK N.A.**, as the Lender (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, 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, pursuant to that certain Credit and Security Agreement, dated November 28, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Credit Agreement**”), by and between Grantor and Grantee, the Grantor has granted to the Grantee for the benefit of the Loan Parties (as defined in the Credit Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents 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 Obligations (as defined in the Credit Agreement).

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

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit 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 Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security 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 Grant of Security Interest - Trademarks

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:

AFN, LLC, an Illinois limited liability company

By: 

Name: Ryan Daub

Title: Manager

SCHEDULE A

TRADEMARKS

Trademark	Reg. Number	Application Number	Owner	Registration Date
AFN	4,346,413	85/745,323	AFN, LLC	June 4, 2013
PEOPLE-POWERED LOGISTICS Disclaimer: "LOGISTICS"		87/527,787	AFN, LLC	July 13, 2017 (Application Date)
THE BEST WAY EVERY DAY	4,346,415	85/745,378	AFN, LLC	June 4, 2013