

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Trailers, LLC		01/12/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402-1544		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5245334	A NEW LEASE ON TRAILER LEASING	
Registration Number:	5260431	PREMIER PAYPRO	
Registration Number:	5264481	PREMIER TRAILER LEASING	
Registration Number:	5260428	PREMIER TRAILER LEASING	
CORRESPONDENCE DATA			
Fax Number:	2139963303		
<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:	213-683-6303		
Email:	amyarnelle@paulhastings.com		
Correspondent Name:	Amy Arnelle		
Address Line 1:	515 Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Amy Arnelle		
SIGNATURE:	/Amy Arnelle/		
DATE SIGNED:	01/12/2018		
Total Attachments: 6			
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ABL TRADEMARK SECURITY AGREEMENT

This **ABL TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 12th day of January, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, not in its individual capacity but solely in its capacity as the collateral agent for the ABL Secured Parties (as defined in the Guaranty and Security Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the "ABL Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Secured Asset-Based Revolving Facility Credit Agreement, dated as of August 9, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **PREMIER TRAILERS, LLC**, a Delaware limited liability company ("Parent Borrower"), **RCI TRAILER HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent for the Lenders and the other ABL Secured Parties, the ABL Secured Parties have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the respective terms and conditions thereof; and

WHEREAS, the ABL Secured Parties are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement and the other ABL Loan Documents (including any agreements governing any Bank Product Obligations), but only upon the condition, among others, that Grantors shall have executed and delivered to the ABL Collateral Agent, for the benefit of the ABL Secured Parties, that certain Amended and Restated Guaranty and Security Agreement, dated as of August 9, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to the ABL Collateral Agent, for the benefit of the ABL Secured Parties, this Trademark Security Agreement;

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns and pledges to the ABL Collateral Agent, for the benefit of the ABL Secured Parties, to secure the ABL Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and

interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its U.S. registered Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the ABL Secured Obligations and would be owed by Grantors, or any of them, to the ABL Collateral Agent, the other ABL Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the ABL Collateral Agent, for the benefit of the ABL Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the ABL Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain ownership rights to any new Trademarks (except any Trademark that constitutes Excluded Property), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the ABL Collateral Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize the ABL Collateral Agent unilaterally to modify this Trademark Security Agreement by supplementing Schedule I to include any such new U.S. issued Trademark registration or application of each Grantor (except any such Trademark that constitutes Excluded Property). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or supplement Schedule I shall in any way affect, invalidate or detract from the ABL Collateral Agent’s continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is an ABL Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile

or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 31 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PREMIER TRAILERS, LLC,
a Delaware limited liability company

By: 


Name: Cory Dorzek

Title: Chief Financial Officer

ABL COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, not in its individual capacity
but solely in its capacity as ABL Collateral
Agent

By: 
Name: Jeffrey Rose
Title: Vice President

[Signature Page to ABL Trademark Security Agreement]

**TRADEMARK
REEL: 006248 FRAME: 0566**

SCHEDULE I
to
ABL TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
PREMIER TRAILERS, LLC	A NEW LEASE ON TRAILER LEASING	5245334	18-JUL-2017
PREMIER TRAILERS, LLC	PREMIER PAYPRO	5260431	08-AUG-2017
PREMIER TRAILERS, LLC	PREMIER TRAILER LEASING and Design	5264481	15-AUG-2017
PREMIER TRAILERS, LLC	PREMIER TRAILER LEASING	5260428	08-AUG-2017