TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462479

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IEM, Inc.		02/01/2018	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282-2198
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4221732	ALUBARS
Registration Number:	4221766	ERGORACK
Registration Number:	4221770	ALURACK

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049646-0440
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	02/16/2018

Total Attachments: 5
source=Safe Fleet - 1L Trademark Security Agreement [IEM Inc.]#page1.tif
source=Safe Fleet - 1L Trademark Security Agreement [IEM Inc.]#page2.tif
source=Safe Fleet - 1L Trademark Security Agreement [IEM Inc.]#page3.tif

CH $90.00 4221732

source=Safe Fleet - 1L Trademark Security Agreement [IEM Inc.]#page4.tif
source=Safe Fleet - 1L Trademark Security Agreement [IEM Inc.]#page5.tif

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of February 1, 2018 (this "Agreement"), made by IEM, INC., a Minnesota corporation (the "Pledgor"), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (First Lien), dated as of February 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Swordfish Merger Sub, LLC, a Delaware limited liability company (prior to the Merger, the "Borrower"), which upon effectiveness of the Merger will be merged with and into Safe Fleet Holdings LLC, a Delaware limited liability company ("Target", and after the Merger, the "Borrower"), each subsidiary of the Borrower from time to time party thereto, Swordfish Parent, Inc., a Delaware corporation, and Goldman Sachs Bank ISA, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

> (a) all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof, including those listed on Schedule I, and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, or other violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions and other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use Trademark application prior to the filing of a "Statement

of Use"or "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use Trademark application under applicable law.

SECTION 3. ***Security Agreement***. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Counterparts***. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. ***Governing Law***. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK**.

SECTION 6. ***Termination***. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IEM, INC.

By: _____

Name: Charles D. Gessler

Title: Chief Financial Officer and Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

ACCEPTED AND AGREED:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: _____
Name:
Title:

Charles D. Johnston
Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by IEM, Inc.

U.S. Trademark Registrations

Trademark	Registration No.	Registration Date
ALUBARS & Design	4,221,732	09-OCT-2012
ERGORACK & Design	4,221,766	09-OCT-2012
ALURACK & Design	4,221,770	09-OCT-2012

U.S. Trademark Applications

None.