

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Highway Transport Logistics, Inc.		03/19/2018	Corporation: TENNESSEE
Highway Transport Chemical, LLC		03/19/2018	Limited Liability Company: TENNESSEE
Highway Transport, Inc.		03/19/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87780556	H	
Serial Number:	87780570	SAFETY FOCUSED. QUALITY DRIVEN.	
Serial Number:	87780575	HIGHWAY TRANSPORT	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	404-420-5527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal - PHR&D		
Address Line 1:	303 Peachtree Street, Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Douglas A. Nail		
SIGNATURE:	/DAN/		
DATE SIGNED:	03/20/2018		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 19th day of March, 2018, among **HIGHWAY TRANSPORT LOGISTICS, INC.**, a Tennessee corporation ("HT Logistics"), **HIGHWAY TRANSPORT CHEMICAL, LLC**, a Tennessee limited liability company ("HT Chemical"), **HIGHWAY TRANSPORT, INC.**, a Florida corporation ("HTI" and, together with HT Logistics and HT Chemical, collectively, "Grantors"), and **BANK OF AMERICA, N.A.**, a national banking association (together with its successors and assigns, "Lender").

Recitals:

Grantors desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantors and Lender.

Under the terms of the Loan Agreement, Grantors have granted to Lender a security interest in, among other property, certain intellectual property of Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with Lender as follows:

1. **Defined Terms.** Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. **Grant of Security.** Each Grantor hereby grants to Lender a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill symbolized thereby, including without limitation, the specific trademarks and trademark applications listed on Exhibit A attached hereto (the "Trademarks");

(ii) 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;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. **Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this Agreement secures the performance of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, joint or several, including without limitation, the payment of all principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to Lender under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving either Grantor.

4. **Recordation.** Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

5. **Execution in Counterparts.** This 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.

6. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


7. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

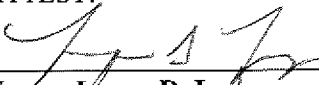
[Remainder of page intentionally left blank;
signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by a duly authorized officer as of the date first above written.

GRANTORS:

HIGHWAY TRANSPORT LOGISTICS, INC.

By: 
Name: **Marshall A. Franklin**
Title: President

ATTEST:

Name: **Logan D. Laig**
Title: Secretary

[CORPORATE SEAL]

HIGHWAY TRANSPORT CHEMICAL, LLC

By: _____
Name: **William B. Watkins V**
Title: Manager

[COMPANY SEAL]

HIGHWAY TRANSPORT, INC.

By: _____
Name: **John D. Maggard**
Title: Secretary

[Signatures continue on the following page.]

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By: _____

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Title: **President**

ATTEST:

Name: **Logan D. Laug**

Title: **Secretary**

[CORPORATE SEAL]

HIGHWAY TRANSPORT CHEMICAL, LLC

By: _____

Name: **William B. Watkins V**

Title: **Manager**

[COMPANY SEAL]

HIGHWAY TRANSPORT, INC.

By: _____

Name: **John D. Maggard**

Title: **Secretary**

[Signatures continue on the following page.]

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Title: Secretary

[CORPORATE SEAL]

HIGHWAY TRANSPORT CHEMICAL, LLC

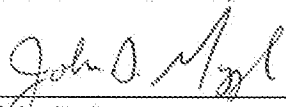
By: _____

Name: **William B. Watkins V**

Title: Manager

[COMPANY SEAL]

HIGHWAY TRANSPORT, INC.

By: _____


Name: **John D. Maggard**

Title: Secretary

[Signatures continue on the following page.]

BANK OF AMERICA, N.A.

By: *Douglas Cowan*

Name: **Douglas Cowan**

Title: **Senior Vice President**

Exhibit A

United States Trademarks

None.

United States Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Highway Transport Logistics, Inc.	H	87780556	February 1, 2018
Highway Transport Logistics, Inc.	Safety Focused. Quality Driven.	87780570	February 1, 2018
Highway Transport Logistics, Inc.	Highway Transport	87780575	February 1, 2018

Foreign Trademarks and Trademark Applications

None.