

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rally Intermodal LLC		04/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	101 Barclay Street, 7 West		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5264363	RALLY INTERMODAL	
Registration Number:	5260427	RALLY INTERMODAL	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	183267-20		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	04/27/2018		
Total Attachments: 5			
source=4-26-18 Rally Intermodal-TM#page1.tif			
source=4-26-18 Rally Intermodal-TM#page2.tif			
source=4-26-18 Rally Intermodal-TM#page3.tif			

CH \$65.00 5264363

source=4-26-18 Rally Intermodal-TM#page4.tif

source=4-26-18 Rally Intermodal-TM#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of April 26, 2018 (this “**Agreement**”), is entered into by and between Rally Intermodal LLC (the “**Grantor**”), and The Bank of New York Mellon, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) Ports America Holdings, LLC, a Delaware limited liability company (the “**Borrower**”), Ports America Group, Inc., a Delaware corporation (the “**Parent Guarantor**”), each Subsidiary Guarantor named therein, the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as the “**Lenders**”), ING Capital LLC, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”), and The Bank of New York Mellon, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), are parties to a Credit Agreement dated as of April 26, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).
- (B) The Grantor is party to a Pledge and Security Agreement, dated as of April 26, 2018, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral

As security for the payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of all Obligations (as defined in the Credit Agreement), the Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of its right, title and interest in, to and under all Trademark Collateral (as defined below).

“**Trademark Collateral**” means the Grantor’s right, title and interest in, to and under all Trademarks registered or applied for in the United States owned by the Grantor, including those referred to on the Schedule hereto, together with all the goodwill of the business connected with the use of, and symbolized by, each such Trademark, in all cases subject to Section 3, below.

Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Trademark Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property, including any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark

application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act. Moreover, this Agreement is not to be construed as an assignment of any Trademark Collateral.

Section 4 Pledge and Security Agreement

The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

Section 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK.

Section 6 Termination

This Agreement shall continue in full force and effect until terminated in accordance with Section 9.14 of the Pledge and Security Agreement. Subject to Section 9.14 of the Pledge and Security Agreement, upon the Termination Date, the Security Interest shall terminate and the Collateral Agent shall execute, acknowledge and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral.

[Signature pages follow]

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


RALLY INTERMODAL LLC
as Grantor

By: 
Name: Ryan Unverfehrt
Title: Manager

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED:

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: 
Name: LATOYA S. ELVIN
Title: VICE PRESIDENT

SCHEDULE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademarks

Grantor	Mark	Reg. No. or Appln. No.	Reg. Date or Filing Date
Rally Intermodal LLC	RALLY INTERMODAL	5264363	08/15/2017
Rally Intermodal LLC	RALLY INTERMODAL and Design	5260427	08/08/2017

Schedule to Trademark Security Agreement