

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480124

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GLOBALTRANZ ENTERPRISES, INC.		06/29/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BNP PARIBAS, as collateral agent
Street Address:	787 SEVENTH AVENUE
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Société Anonyme (Sa): FRANCE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4867897	GLOBALTRANZ AUTHORIZED AGENT
Registration Number:	4738070	GLOBALTRANZ FREIGHT DRIVEN BY TECHNOLOGY
Registration Number:	4871569	POWERED BY GLOBALTRANZ
Registration Number:	4843880	GLOBALTRANZ FREIGHT DRIVEN BY TECHNOLOGY
Registration Number:	4245436	GLOBALTRANZ
Registration Number:	4314995	CARRIERRATE
Registration Number:	4100443	CARRIERRATE.COM
Registration Number:	3083325	GLOBALTRANZ
Registration Number:	5251273	GLOBALTRANZ
Registration Number:	5251224	GLOBALTRANZ
Registration Number:	5251223	GLOBALTRANZ
Registration Number:	5255730	FREIGHT DRIVEN BY TECHNOLOGY
Registration Number:	5255604	GTZNEWS
Registration Number:	5410241	SHIPPERCENTER
Registration Number:	5415536	COMMANDCENTER

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K St NW
Address Line 2: Suite 1100
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	27743.21200
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NAME OF SUBMITTER:	Javier J. Ramos
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SIGNATURE:	/Javier J. Ramos/
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DATE SIGNED:	06/29/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of June 29, 2018, between the signatory hereto (the “Grantor”) in favor of BNP PARIBAS, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of June 29, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

- (a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom

under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

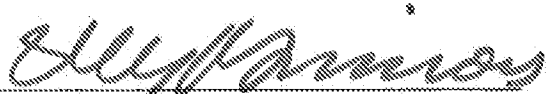
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GLOBALTRANZ ENTERPRISES, INC.
as Grantor

By: 
Name: Jeffrey Simmons
Title: Secretary

BNP PARIBAS,
as Collateral Agent




By: _____
Name:
Title:

BNP PARIBAS,
as Collateral Agent

By: Tarek Srouji
Name:
Title: **Tarek Srouji**
Director

By: Stephanie Haski
Name:
Title: **Stephanie Haski**
Vice President

SCHEDULE 1

Grantor	Mark	Mark Type	Reg./Ser. No.	Filing Date	Current Status
GlobalTranz Enterprises, Inc.	GLOBALTRANZ AUTHORIZED AGENT	Standard Character	4,867,897	8/8/2014	Registered 12/08/2015
GlobalTranz Enterprises, Inc.	GLOBALTRANZ FREIGHT DRIVEN BY TECHNOLOGY	Standard Character	4,738,070	8/8/2014	Registered 05/19/2015
GlobalTranz Enterprises, Inc.	POWERED BY GLOBALTRANZ	Standard Character	4,871,569	8/8/2014	Registered 12/15/15
GlobalTranz Enterprises, Inc.		Words, Letters, and/or Numbers in Stylized Form	4,843,880	8/8/2014	Registered 11/03/2015
GlobalTranz Enterprises, Inc.	GLOBALTRANZ	Standard Character	4,245,436	4/2/2012	Registered 11/20/2012
GlobalTranz Enterprises, Inc.	CARRIERRATE	Standard Character	4,314,995	9/28/2011	Registered 04/02/2013
GlobalTranz Enterprises, Inc.	CARRIERRATE.COM	Standard Character	4,100,443	9/2/2011	Registered 02/14/2012
GlobalTranz Enterprises, Inc.	GLOBALTRANZ	Standard Character	3,083,325	9/27/2004	Registered 04/18/2006 Renewed 06/06/2016
GlobalTranz Enterprises, Inc.	GLOBALTRANZ	Standard Character	5,251,273	1/18/2017	Registered 07/25/2017
GlobalTranz Enterprises, Inc.		Words, Letters, and/or Numbers in Stylized Form	5,251,224	1/6/2017	Registered 07/25/2017
GlobalTranz Enterprises, Inc.		Words, Letters, and/or Numbers in Stylized Form	5,251,223	1/6/2017	Registered 07/25/2017
GlobalTranz Enterprises, Inc.	FREIGHT DRIVEN BY TECHNOLOGY	Standard Character	5,255,730	1/6/2017	Registered 08/01/2017
GlobalTranz Enterprises, Inc.	GTZNEWS	Standard Character	5,255,604	1/4/2017	Registered 08/01/2017
GlobalTranz Enterprises, Inc.	SHIPPERCENTER	Standard Character	5,410,241	1/4/2017	Registered 02/27/2018
GlobalTranz Enterprises, Inc.	COMMANDCENTER	Standard Character	5,415,536	1/4/2017	Registered 03/06/2018