

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Asset Logistics Network LLC		06/30/2021	Limited Liability Company: DELAWARE
Buckeye Diamond Logistics, Inc.		06/30/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4494810	PALNET	
Registration Number:	4458316	EASY HEAT	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7671.017		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	06/30/2021		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of June 30, 2021, is hereby made by PREMIER ASSET LOGISTICS NETWORK LLC, a Delaware limited liability company ("PALNET"), and BUCKEYE DIAMOND LOGISTICS, INC., an Ohio corporation (together with PALNET, each a "Grantor" and, collectively, the "Grantors"), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as collateral agent (the "Collateral Agent") for itself, the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Omnibus Joinder Agreement, dated as of June 30, 2021, by and among, *inter alia*, the Grantors and the Collateral Agent (the "Omnibus Joinder Agreement"), the Grantors entered into that certain Credit Agreement dated as of December 23, 2019 by and among, *inter alia*, FSK Pallet Holding Corp., a Delaware corporation (the "Borrower"), the Grantors, as Guarantors, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, Oaktree Capital Management, L.P., a Delaware limited partnership, as the Syndication Agent, and the Collateral Agent (as amended by that certain First Amendment to Credit Agreement, dated as of the date hereof, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which provides for, among other things, the Lenders to make various loans and other extensions of credit to the Borrower from time to time pursuant to the terms and conditions of the Credit Agreement;

WHEREAS, pursuant to the Omnibus Joinder Agreement, Grantors entered into that certain Collateral Agreement, dated as of December 23, 2019, by and among, *inter alia*, the Grantors, the other grantors from time to time party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), pursuant to which, among other things, the Grantors are required to secure all of the Obligations and all of the Guaranteed Obligations (as defined in the Guarantee Agreement) by granting to the Collateral Agent, for the benefit of the Lenders and the other Secured Parties, liens and security interests on substantially all of each Grantor's assets;

WHEREAS, pursuant to the Collateral Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Lenders and the other Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of such Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Lenders and the other Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement, or if not defined therein, the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants, pledges and collaterally assigns to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in:

(a) such Grantor's Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and

(b) all Proceeds and products thereof, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with such Trademarks.

3. **COLLATERAL AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to the Collateral Agent, for the benefit of the Lenders and the other Secured Parties, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. **MODIFICATION OF AGREEMENT.** This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Collateral Agreement. Notwithstanding the foregoing, the Collateral Agent may modify this Agreement by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by any Grantor or any Trademarks acquired by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which any Grantor no longer has or claims any right, title or interest.

5. **COUNTERPARTS.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by signatures delivered by facsimile or electronic mail, each of which shall be fully binding on the signing party.

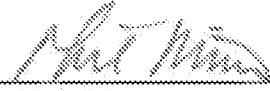
6. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS**

AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).


[Signature Pages Follow]

IN WITNESS WHEREOF, Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PREMIER ASSET LOGISTICS NETWORK LLC,
a Delaware limited liability company

By: 
Name: Phil Minster
Title: Treasurer

BUCKEYE DIAMOND LOGISTICS, INC., an Ohio
corporation

By: 
Name: Phil Minster
Title: Treasurer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007368 FRAME: 0435

ACCEPTED AND ACKNOWLEDGED BY:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By:  _____

Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE A

Trademarks

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
PALNET	86026141	Registered	4494810	3/11/2014	Premier Asset Logistics Network LLC
EASY HEAT	85917708	Registered	4458316	12/31/2013	Buckeye Diamond Logistics, Inc.