

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rally Intermodal LLC		11/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	101 Barclays 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		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	11/23/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 22, 2021 (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) Reference is made to the Credit Agreement, dated as of the date hereof (the “**Credit Agreement**”), by and among, prior to the consummation of the Closing Date Assignment and Assumption, Pantheon Bidco LLC, a Delaware limited liability company (the “**Initial Borrower**”), upon and after the consummation of the Closing Date Assignment and Assumption, Ports America Holdings, LLC, a Delaware limited liability company (the “**Borrower**”), Ports America Group, Inc., as Holdings (“**Holdings**”), certain subsidiary guarantors party thereto (the “**Subsidiary Guarantors**”), the several financial institutions from time to time party thereto (collectively, as the “**Lenders**” and each individually, as a “**Lender**”), ING Capital LLC as administrative agent (the “**Administrative Agent**”), and The Bank of New York Mellon as collateral agent, (the “**Collateral Agent**”).
- (B) The Grantor is party to a Pledge and Security Agreement, dated as of November 22, 2021, 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.

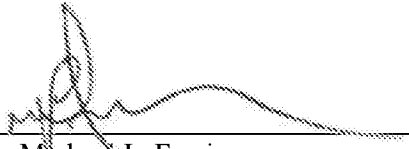
Section 6 Termination

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]

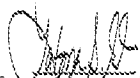
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by: its officers or representatives thereunto duly authorized as of the date first written above.

RALLY INTERMODAL LLC,
as Grantor

By: 
Name: Michael LaFemina
Title: Manager

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