

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738295

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HALLCON CORPORATION		06/30/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TORONTO DOMINION (TEXAS) LLC, AS ADMINISTRATIVE AGENT		
Street Address:	77 KING STREET WEST, 26TH FLOOR		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5709072	HALLCON	
Registration Number:	6027359	HALLCON	
Registration Number:	6062645	ENHANCING THE LIVES OF PEOPLE ON THE MOV	
Serial Number:	90471982	THE HALLCON WAY	
Serial Number:	90471978	MOBILITY HEALTH INDEX	
Serial Number:	90471976	MHI	
Serial Number:	90471971	RIDER EXPERIENCE REDEFINED	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	404-581-8136		
Email:	mtydir@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	MICHAEL TYDIR/JONES DAY		
Address Line 1:	1221 PEACHTREE STREET, SUITE 400		
Address Line 4:	ATLANTA, GEORGIA 30361		
ATTORNEY DOCKET NUMBER:	927268-000007		
NAME OF SUBMITTER:	MICHAEL TYDIR		
SIGNATURE:	/MICHAEL TYDIR/		

CH \$190.00 5709072

DATE SIGNED:	07/01/2022
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2022, is made by Hallcon Corporation, a Delaware corporation (the “Grantor”), in favor of Toronto Dominion (Texas) LLC (“TDTX”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the Issuing Banks and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of June 30, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among Comet Transport Inc., a Delaware corporation (the “US Borrower”), Comet Transport Acquisition Inc., a corporation constituted under the laws of the Province of Ontario (the “Canadian Borrower”, and together with the US Borrower, collectively, the “Borrowers”), Holdings, the other Credit Parties, the Lenders and the Issuing Banks from time to time party thereto and TDTX, as Agent for the Lenders and the Issuing Banks, the Lenders and the Issuing Banks have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein.

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of June 30, 2022 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Banks and the Agent to enter into the Loan Agreement and to induce the Lenders and the Issuing Banks to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement or Guaranty and Security Agreement, as applicable.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses included in the Collateral providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5 Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6 Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

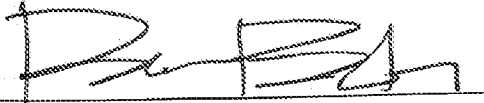
Section 7 Release and Termination. At the time provided in section 11.22 of the Loan Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Loan Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, the Agent shall promptly execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

HALLCON CORPORATION, a Delaware corporation, as Grantor

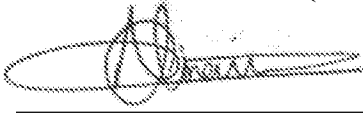
By: 

Name: Robert Balon

Title: Secretary and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

TORONTO DOMINION (TEXAS) LLC, as Agent

By:  _____

Name: Ahmed Dinana
Title: Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Grantor	Mark	Registration Number	Filing Date	Registration Date	Country
Halcon Corporation	HALLCON	5709072	July 22, 2018	March 26, 2019	USA
Halcon Corporation	HALLCON logo 	6027359	August 13, 2019	April 7, 2020	USA
Halcon Corporation	ENHANCING THE LIVES OF PEOPLE ON THE MOVE	6062645	August 13, 2019	May 26, 2020	USA

2. TRADEMARK APPLICATIONS

Grantor	Mark	Application Number	Filing Date	Country
Halcon Corporation	THE HALLCON WAY	90471982	January 18, 2021	USA
Halcon Corporation	MOBILITY HEALTH INDEX	90471978	January 18, 2021	USA
Halcon Corporation	MHI	90471976	January 18, 2021	USA
Halcon Corporation	RIDER EXPERIENCE REDEFINED	90471971	January 18, 2021	USA

3. TRADEMARK LICENSES

None.