

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766757

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900717618		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NAVAJO SHIPPERS, INC.		08/29/2022	Corporation: COLORADO
NAVAJO EXPRESS, INC.		08/29/2022	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., as administrative agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2607358		
Registration Number:	5849062	NAVAJO EXPRESS, INC.	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 2:	Vedder Price P.C.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40870.00.0289		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	11/09/2022		
Total Attachments: 3			
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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (“**Trademark Security Agreement**”) is made as of August 29, 2022, by **NAVAJO SHIPPERS, INC.**, a Colorado corporation and **NAVAJO EXPRESS, INC.**, a Colorado corporation (each a “**Grantor**” and collectively the “**Grantors**”), in favor of **BMO HARRIS BANK N.A.**, in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, the Grantors have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated August 29, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

(Signature Page to Trademark Security Agreement)

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

NAVAJO SHIPPERS, INC., a Colorado corporation



By: Christopher R. Kelly
Name: Christopher R. Kelly
Title: Chief Financial Officer, Treasurer, and Secretary

NAVAJO EXPRESS, INC., a Colorado corporation

By: Christopher R. Kelly
Name: Christopher R. Kelly
Title: Vice President of Finance, Treasurer, Secretary, and Executive Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

TRADEMARK	APPLICATION/ REGISTRATION NO.	DATE FILED/DATE ISSUED	REGISTERED OWNER
 Design only.	76289467/ 2607358	July 25, 2001 August 13, 2002	Navajo Shippers, Inc.
NAVAJO EXPRESS, INC. and Design. 	88165394/ 5849062	October 23, 2018/ September 3, 2019	Navajo Express, Inc.