

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omni Logistics, LLC		01/25/2024	Limited Liability Company: DELAWARE
A G World Transport, Inc.		01/25/2024	Corporation: CALIFORNIA
Bigger, Farther, Faster, LLC		01/25/2024	Limited Liability Company: DELAWARE
Epic Freight Solutions LLC		01/25/2024	Limited Liability Company: WYOMING
Forward Air Royalty, LLC		01/25/2024	Limited Liability Company: DELAWARE
Mach 1 Air Services, LLC		01/25/2024	Limited Liability Company: DELAWARE
IVIA Services, LLC		01/25/2024	Limited Liability Company: DELAWARE
Millhouse Logistics Services, LLC		01/25/2024	Limited Liability Company: DELAWARE
Pacific Logistics, LLC		01/25/2024	Limited Liability Company: DELAWARE
Towne Air Freight, LLC		01/25/2024	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	580 Crosspoint Parkway		
City:	Getzville		
State/Country:	NEW YORK		
Postal Code:	14068		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	6123145	O	
Registration Number:	4704913	RAMP LOGISTICS	
Registration Number:	2787016	JSI	
Registration Number:	4530215	JSI LOGISTICS	

OP \$1140.00 6123145

Property Type	Number	Word Mark
Registration Number:	2820214	JSI
Registration Number:	2787015	JSI SHIPPING
Registration Number:	3356420	MACH 1
Registration Number:	3419390	SERVICE WITHOUT BORDERS
Registration Number:	3469221	M1GLOBALTRACK
Registration Number:	3536649	M1
Registration Number:	4022127	MACH 1 TRADE SERVICES, LLC
Registration Number:	5209316	LIVE LOGISTICS
Registration Number:	3469169	M1 GLOBAL SERVICES
Registration Number:	3428679	M1 GLOBAL LOGISTICS
Registration Number:	4667471	WE DON'T SLEEP SO YOU CAN!
Registration Number:	5284628	
Registration Number:	4245361	PLC PACIFIC LOGISTICS CORP
Registration Number:	4245364	PLC
Registration Number:	5887309	SHIPMENT CONNECT
Registration Number:	5954837	PACIFIC LOGISTICS CORP
Registration Number:	3717537	PIPELINE CONNECT
Registration Number:	6349055	PACIFIC LOGISTICS
Registration Number:	6349056	PACIFIC LOGISTICS
Registration Number:	5934839	THERAPY WINE BAR
Registration Number:	5133114	AG AGWORLD
Registration Number:	4285635	AG
Registration Number:	6849466	
Registration Number:	5250332	
Registration Number:	5184778	FAF, INC
Registration Number:	3138500	FIRST IN "LAST MILE" HOME DELIVERY
Registration Number:	3221665	FORWARD AIR
Registration Number:	3221664	FORWARD AIR
Registration Number:	3251265	FORWARD AIR COMPLETE
Registration Number:	3251267	FORWARD AIR COMPLETE
Registration Number:	5184777	FORWARD AIR
Registration Number:	6604002	FORWARD
Registration Number:	3144854	FSA NETWORK INC.
Registration Number:	5184824	KEEPING YOUR BUSINESS MOVING FORWARD
Registration Number:	1930458	NORTH AMERICA'S MOST COMPLETE ROAD FEEDER
Registration Number:	4820585	TQI INC.
Registration Number:	2919135	TOWNE AIR FREIGHT AND SERVICE YOU CAN CO
Registration Number:	7229305	IVIA

Property Type	Number	Word Mark
Serial Number:	97840569	OMNIMODAL
Serial Number:	88688787	OMNI LOGISTICS
Serial Number:	90165305	PRECISION EXECUTION SAFE. ON-TIME. ACCUR

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	01/26/2024

Total Attachments: 11

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Trademark Security Agreement

Trademark Security Agreement, dated as of January 25, 2024 (this “Trademark Security Agreement”), by A G WORLD TRANSPORT, INC., BIGGER, FARTHER, FASTER, LLC, EPIC FREIGHT SOLUTIONS LLC, FORWARD AIR ROYALTY, LLC, IVIA SERVICES, LLC, MACH 1 AIR SERVICES, LLC, MILLHOUSE LOGISTICS SERVICES, LLC, OMNI LOGISTICS, LLC, PACIFIC LOGISTICS, LLC, and TOWNE AIR FREIGHT, LLC (each individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of CITIBANK, N.A., in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined below) (in such capacity, “Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement, dated as of January 25, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to satisfy the conditions to the Escrow Release Date under the Credit Agreement, dated as of December 19, 2023 (as amended by the Escrow Release Date Assumption and Joinder Agreement and by the Escrow Release Date Incremental Revolving Amendment, each dated as of the date hereof, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among GN LOANCO, LLC, a Delaware limited liability company, the other Credit Parties signatory thereto, Agent and the Lenders and L/C Issuers from time to time party thereto, the Pledgors hereby, for the benefit of the Secured Parties, agree with Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, each Pledgor hereby pledges and grants to Agent for the benefit of the Secured Parties, a Lien on all of the right, title and interest of such Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, and, in each case, excluding any Excluded Property, the “Trademark Collateral”):

(a) (i) all trademarks, trade names, domain names, corporate names, business names, trade dress, service marks, logos, other source or business identifiers, all Registrations and recordings thereof; and all applications in connection therewith, including Registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including those set forth on Schedule I to this Trademark Security Agreement; (ii) all renewals thereof; and (iii) all goodwill associated with any of the foregoing, together with any and all (A) rights and privileges arising under applicable law with respect to such Pledgor’s ownership or use of any trademarks, (B) income, fees, royalties, damages and payments now or hereafter due and/or payable to Pledgor thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (C) rights corresponding thereto throughout the world and (D) rights to sue for past, present and future infringement thereof; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted concurrently and in conjunction with the security interest granted to Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN ANY SUCH OTHER LOAN DOCUMENTS) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Intercreditor Agreements. Section 11.15 of the Security Agreement is incorporated by reference herein *mutatis mutandis*.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor 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,

OMNI LOGISTICS, LLC
BIGGER, FARTHER, FASTER, LLC
MACH 1 AIR SERVICES, LLC
IVIA SERVICES, LLC
PACIFIC LOGISTICS, LLC
MILLHOUSE LOGISTICS SERVICES, LLC
EPIC FREIGHT SOLUTIONS LLC
A G WORLD TRANSPORT, INC
TOWNE AIR FREIGHT, LLC
FORWARD AIR ROYALTY, LLC



By: _____
Name: Rebecca Garbrick
Title: Chief Financial Officer and Treasurer

Accepted and Agreed:

CITIBANK, N.A., as Agent

By: AN
Name: Jyothi Narayanan
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008328 FRAME: 0479

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

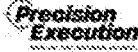
TRADEMARK	REGISTRATION NUMBER	REGISTERED OWNER
O Logo 	6123145	Omni Logistics, LLC
RAMP LOGISTICS	4704913	Bigger, Farther, Faster, LLC
JSI (Logo) 	2787016	Omni Logistics, LLC
JSI LOGISTICS	4530215	Omni Logistics, LLC
JSI Truck Design (Logo) 	2820214	Omni Logistics, LLC
JSI SHIPPING	2787015	Omni Logistics, LLC
	3356420	Mach 1 Air Services, LLC
SERVICE WITHOUT BARRIERS	3419390	Mach 1 Air Services, LLC
MIGLOBALTRACK	3469221	Mach 1 Air Services, LLC
	3536649	Mach 1 Air Services, LLC
MACH 1 TRADE SERVICES, LLC	4022127	Omni Logistics, LLC
LIVE LOGISTICS	5209316	Omni Logistics, LLC

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WE DON'T SLEEP BY YOUR CAR	4667471	Epic Freight Solutions LLC
	5284628	Millhouse Logistics Services, LLC
	4245361	Pacific Logistics, LLC
PLC	4245364	Pacific Logistics, LLC
SHIPMENT CONNECT	5887309	Pacific Logistics, LLC
PACIFIC LOGISTICS CORP	5954837	Pacific Logistics, LLC
	3717537	Pacific Logistics, LLC
PACIFIC LOGISTICS	6349055 6349056	Pacific Logistics, LLC
THERAPY WINE BAR	5934839	Pacific Logistics, LLC
	5133114	A G World Transport, Inc.
	4285635	A G World Transport, Inc.
	6849466	Bigger, Farther, Faster, LLC

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	5184778	Forward Air Royalty, LLC
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<p>Forward Air</p>	3221665	Forward Air Royalty, LLC
<p><i>Forward Air</i></p>	3221664	Forward Air Royalty, LLC
<p>Forward Air Complete</p>	3251265	Forward Air Royalty, LLC
	3251267	Forward Air Royalty, LLC

TRADEMARK	REGISTRATION NUMBER	REGISTERED OWNER
	5184777	Forward Air Royalty, LLC
	6604002	Forward Air Royalty, LLC
	3144854	Forward Air Royalty, LLC
KEEPING YOUR BUSINESS MOVING FORWARD	5184824	Forward Air Royalty, LLC
NORTH AMERICA'S MOST COMPLETE ROAD FEEDER NETWORK	1930458	Forward Air Royalty, LLC
	4820585	Forward Air Royalty, LLC
	2919135	Towne Air Freight, LLC
IVIA	7229305	IVIA Services, LLC

TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NUMBER	APPLICATION OWNER
OMNIMODAL	97840569	Omni Logistics, LLC
OMNI LOGISTICS	88/688787	Omni Logistics, LLC
	90/165,305	Forward Air Royalty, LLC