

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4929474

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LINEAGE LOGISTICS, LLC	04/24/2018
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282-2198
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	15280985
Application Number:	62234640
Application Number:	15673180
Application Number:	62482613
Application Number:	62482609
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	614-280-3566
Email:	james.murray@wolterskluwer.com
Correspondent Name:	JAMES MURRAY
Address Line 1:	4400 EASTON COMMONS WAY, SUITE 125
Address Line 2:	CT CORPORATION
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	JOANNE BL ARNOLD
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	04/24/2018
Total Attachments: 6	
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PATENT SECURITY AGREEMENT dated as of April 24, 2018 (this "**Agreement**"), among Lineage Logistics, LLC, a Delaware limited liability company (the "**Grantor**"), and GOLDMAN SACHS BANK USA ("**Goldman Sachs**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Amended and Restated Credit Agreement dated as of April 7, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Grantor and the other entities party thereto as borrowers (collectively, the "**Borrowers**"), Lineage Logistics Holdings, LLC, a Delaware limited liability company ("**Holdings**"), the Lenders from time to time party thereto and Goldman Sachs, as Administrative Agent and as Collateral Agent, and (b) the Guarantee and Collateral Agreement dated as of April 26, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among the Borrowers, Holdings, the Subsidiaries of Holdings from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is a party to the Guarantee and Collateral Agreement and will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(a) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants, assigns and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest of the Grantor in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the "**Patents**"); and

(b) all goodwill associated with or symbolized by the Patents;

but excluding in all cases any patent or patent applications that have been filed with the United States Patent and Trademark Office on the basis of an "intent-to-use" with respect to such patents, unless and until a statement of use or amendment to allege use is filed or any other filing is made or circumstances otherwise change so that the interests of the Grantor in such marks is no longer on an "intent-to-use" basis, at which time such patents shall automatically and without further action by the parties be subject to the security interests and liens granted hereby.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference *mutatis mutandis* as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of 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.

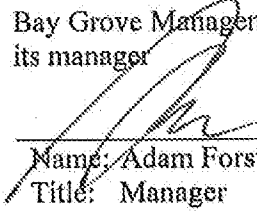
SECTION 5. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LINEAGE LOGISTICS, LLC

By: Bay Grove Management Company, LLC,
its manager

By: 
Name: Adam Forste
Title: Manager

[Signature Page to Patent Security Agreement]

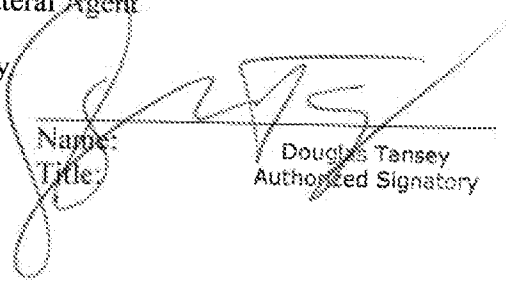
PATENT
REEL: 046011 FRAME: 0893

GOLDMAN SACHS BANK USA, as
Collateral Agent

by

Name:

Title:


Douglas Tansey
Authorized Signatory

[Signature Page to Patent Security Agreement]

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Schedule I

United States Patent Applications

<u>Applicant/Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Application Number</u>	<u>Filed</u>	<u>Status</u>
Lineage Logistics, LLC	WAREHOUSE RACK SPACE OPTIMIZATION	USA	15/280,985	29-SEPT-2016	Pending
Lineage Logistics, LLC	WAREHOUSE RACK SPACE OPTIMICATION	USA	62/234,640	29-SEPT-2015	Expired (priority application for US and PCT filings)
Lineage Logistics, LLC	CONTROLLED BLAST CELL COOLING	USA	15/673,180	09-AUGUST- 2017	Pending
Lineage Logistics, LLC	AUTOMATED WAREHOUSE DESIGN AND SIMULATIONS	USA	62/482,613	06-APRIL- 2017	Pending
Lineage Logistics, LLC	AUTOMATED WAREHOUSE IMPROVEMENTS	USA	62/482,609	06-APRIL- 2017	Pending