

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6647657

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|---|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| TANK TRAILER TECHNOLOGIES LLC | 04/08/2021 |
| RECEIVING PARTY DATA | |
| Name: | ANTARES CAPITAL LP, AS AGENT |
| Street Address: | 500 WEST MONROE STREET |
| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60661 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Application Number: | 16585950 |
| Application Number: | 16440521 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <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: | 312-577-8574 |
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| Correspondent Name: | HUMBERTO AQUINO C/O KATTEN |
| Address Line 1: | 525 W. MONROE ST. |
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| ATTORNEY DOCKET NUMBER: | 387132-00585 |
| NAME OF SUBMITTER: | HUMBERTO AQUINO |
| SIGNATURE: | /Humberto Aquino/ |
| DATE SIGNED: | 04/08/2021 |
| Total Attachments: 5 | |
| source=05. Patent Security Agreement [executed]#page1.tif | |
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 8, 2021, is made by Tank Trailer Technologies LLC (the "Grantor"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 3, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ARL Merger Sub, Inc., a Delaware corporation and following consummation of the Merger, A&R Logistics Holdings Inc., a Delaware corporation, the other Borrowers, the other Credit Parties, the Lenders from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders 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 May 3, 2019 in favor of the Agent (the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of each 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 Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Patent 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 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 "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) 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 anything to the contrary, in no event shall the Patent Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Guaranty and Security Agreement. The security interest granted pursuant to this Patent 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 Patent 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.

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 each case, as determined in the Grantor's reasonable business judgment, in connection with their Patents subject to a security interest hereunder.

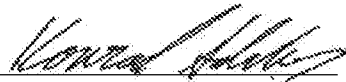
Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Patent 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.

[SIGNATURE PAGES FOLLOW]

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

**TANK TRAILER TECHNOLOGIES
LLC, as Grantor**

By: 

Name: Konrad Salaber

Title: Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: Steve Rubinstein
Name: Steven Rubinstein
Its: Duly Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations and Applications

| Description | Application No. | Application Date | Patent No. | Patent Date |
|---|-----------------|------------------|------------|-------------|
| TANK TRAILER WRAP | 16585950 | 9/27/19 | N/A | N/A |
| AERODYNAMIC CURTAIN ASSEMBLY FOR A TANK TRAILER | 16440521 | 6/13/19 | N/A | N/A |