

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6797766

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GENESIS RAIL SERVICES II, LLC	06/11/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MERCANTILE BANK OF MICHIGAN
<b>Street Address:</b>	310 LEONARD STREET N.W. P.O. BOX 2208
<b>City:</b>	GRAND RAPIDS
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	49501-2208
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9428867
<b>Patent Number:</b>	10487458
<b>Application Number:</b>	16849324
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Email:</b>	ipfilings@bodmanlaw.com
<b>Correspondent Name:</b>	SUSAN M. KORNFIELD - BODMAN PLC
<b>Address Line 1:</b>	201 S. DIVISION ST., SUITE 400
<b>Address Line 4:</b>	ANN ARBOR, MICHIGAN 48104
<b>ATTORNEY DOCKET NUMBER:</b>	28760-000067
<b>NAME OF SUBMITTER:</b>	SUSAN M. KORNFIELD
<b>SIGNATURE:</b>	/Susan M. Kornfield/
<b>DATE SIGNED:</b>	07/06/2021
<b>Total Attachments: 5</b>	
source=Mercantile _Genesis -- executed Patent Security Agreement#page1.tif	
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of June 11, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Mercantile Bank of Michigan (together with its successors and/or assigns, "Bank").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 11, 2021 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), between Auxo Rail Services LLC, a Delaware limited liability company (the "Borrower") and Bank, Bank has agreed to enter into certain loan facility(s) with the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement dated as of June 11, 2021 in favor of Bank (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to secure the Liabilities; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Credit Agreement each Grantor hereby agrees with Bank as follows:

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

**Section 2. Grant of Security Interest in Patent Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Liabilities of such Grantor, hereby mortgages, pledges and hypothecates to Bank, and grants to Bank a Lien on and security interest in all of its right, title and interest in and to the Patents, including without limitation, the Patents set forth on Schedule I hereto, and all proceeds and products thereof (the "Patent Collateral").

**Section 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Bank with respect to the security interest in the Patent 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 of any conflict between any provision of the Security Agreement and any provision of this Agreement, the provisions of the Security Agreement shall control.

**Section 4. Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder, in accordance with the terms of the Security Agreement.

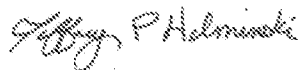
**Section 5. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by electronic transmission (including .pdf) shall be as effective as delivery of a manually executed counterpart hereof.

**Section 6. Governing Law.** This 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 Michigan (without regard to its conflicts of laws rules).

[SIGNATURE PAGES FOLLOW]

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

GENESIS RAIL SERVICES II, LLC, as  
Grantor



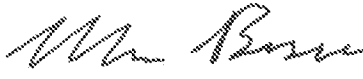
By: \_\_\_\_\_

Name: Jeff Helminski

Title: Authorized Representative

ACCEPTED AND AGREED  
as of the date first above written:

MERCANTILE BANK OF MICHIGAN

By:   
Name: Marcus Brussee  
Title: Vice President

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

REGISTERED PATENTS

<b>Grantor</b>	<b>Registration / Application Number</b>	<b>Registration Date</b>
GENESIS RAIL SERVICES II, LLC	US 9,428,867, B2	08/30/2016
GENESIS RAIL SERVICES II, LLC	US 10,487,458 B2	11/26/2019
GENESIS RAIL SERVICES II, LLC	61/773,341	N/A
GENESIS RAIL SERVICES II, LLC	62/297,794	N/A
GENESIS RAIL SERVICES II, LLC	62/286,457	N/A
GENESIS RAIL SERVICES II, LLC	62/143,175	N/A
GENESIS RAIL SERVICES II, LLC	16/849,324	N/A
GENESIS RAIL SERVICES II, LLC	62/834,840	N/A