

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Portacool Transportation, LLC		11/01/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, Floor L2, Ste.1L1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86918904	PORTACOOOL	
Registration Number:	4901787	PORTACOOOL	
Registration Number:	3768753	JETSTREAM	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Jan Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		
NAME OF SUBMITTER:	Jan Muennink		
SIGNATURE:	/jan muennink/		
DATE SIGNED:	11/18/2016		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of November 1, 2016 by and among PORTACOOOL, LLC, a Delaware limited liability company ("Borrower"), PORTACOOOL TRANSPORTATION, LLC, a Texas limited liability company ("Transportation", and together with Borrower, each a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A. (the "Lender"), on behalf of the Lender and the other Secured Parties.

BACKGROUND

The Grantors and the Lender are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

In connection with the Credit Agreement, the Grantors executed and delivered that certain Pledge and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Lender, on behalf of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Agreement.

Each Grantor is entering into this Agreement in order to induce the Lender to enter into and extend credit to the Borrower under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article IX of the Credit Agreement.

ACCORDINGLY, the Grantors and the Lender, on behalf of the Secured Parties, hereby agree as follows:

AGREEMENT

1. DEFINITIONS; OTHER TERMS.

1.1. General Terms. For purposes of this Agreement:

"Agreement" means this Intellectual Property Security Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time.

"Collateral" has the meaning assigned to it by Section 2.1 hereof.

"Copyrights" has the meaning assigned to it by Section 2.1(a) hereof.

"Licenses" has the meaning assigned to it by Section 2.1(c) hereof.

"Patents" has the meaning assigned to it by Section 2.1(d) hereof.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

“Trademarks” has the meaning assigned to it by Section 2.1(b) hereof.

“UCC” means the Uniform Commercial Code, as in effect from time to time, of the State of Texas or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Lender’s Lien on any Collateral.

1.2. Other Definitional Provisions. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement. Terms defined in the UCC which are not otherwise defined in this Agreement are used herein as defined in the UCC.

2. GRANT OF SECURITY INTEREST.

2.1. Grant of Security Interest. Each Grantor hereby pledges, assigns and grants to the Lender, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the “Collateral”) to secure the prompt and complete payment and performance of the Secured Obligations:

(a) (i) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications, including, without limitation, those listed on Exhibit A hereto; (ii) all renewals of any of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (iv) the right to sue for past, present, and future infringements of any of the foregoing; and (v) all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(b) (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including, without limitation, those listed on Exhibit B hereto, and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”);

(c) (i) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, including, without limitation, those listed on Exhibit C hereto; (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation,

damages and payments for past and future breaches thereof; and (iii) all rights to sue for past, present, and future breaches thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Licenses”);

(d) (i) any and all patents and patent applications, including, without limitation, those listed on Exhibit D hereto; (ii) all inventions and improvements described and claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) all rights corresponding to any of the foregoing throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the “Patents”); and

(e) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any general intangibles at any time evidencing or relating to any of the foregoing.

2.2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the Lien granted to the Lender, on behalf of the Secured Parties, pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Lien in the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

3. MISCELLANEOUS

3.1. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Grantors, the Lender, the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign its rights or delegate its obligations under this Agreement or any interest herein, without the prior written consent of the Lender. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Lender, for the benefit of the Lender and the other Secured Parties, hereunder.

3.2. Survival of Representations. All representations and warranties of the Grantors contained in this Agreement shall survive the execution and delivery of this Agreement.

3.3. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

3.4. Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement and understanding between the Grantors and the Lender relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Lender relating to the Collateral.

3.5. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

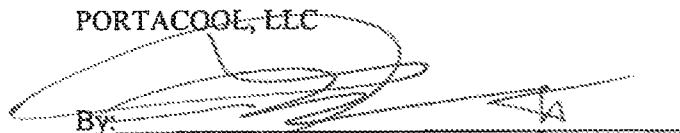
3.6. **CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

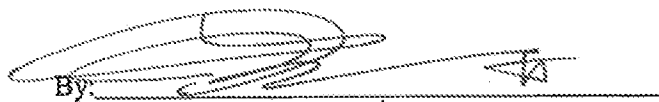
GRANTORS:

PORTACOOOL, LLC

A large, stylized handwritten signature in black ink, written over a horizontal dotted line. The signature is somewhat circular and loops around itself.

By: Lamont D. Kennedy, II
Manager

PORTACOOOL TRANSPORTATION, LLC

A large, stylized handwritten signature in black ink, written over a horizontal dotted line. The signature is somewhat circular and loops around itself.

By: Lamont D. Kennedy, II
Manager

LENDER:

JPMORGAN CHASE BANK, N.A.,
as Lender

By: 

Scott R. Maggard
Underwriting Manager

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

TRADEMARKS

MARK	USPTO SERIAL NO./REGISTRATION NO.	FILING/REGISTRATION DATE	APPLICANT/REGISTRANT
PORTACOOOL	86/918,904	February 24, 2016	Portacool, LLC
PORTACOOOL	4,901,787	February 16, 2016	Portacool, LLC
JETSTREAM	3,768,753	March 30, 2010	Portacool, LLC

EXHIBIT C

LICENSES

None.

EXHIBIT D

PATENTS

None.