

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lineage Logistics Holdings, LLC		11/06/2018	Limited Liability Company: DELAWARE
BG LLH Intermediate, LLC		11/06/2018	Limited Liability Company: DELAWARE
BG LLH, LLC		11/06/2018	Limited Liability Company: DELAWARE
Bay Grove Management Company, LLC		11/06/2018	Limited Liability Company: DELAWARE
Lineage Logistics, LLC		11/06/2018	Limited Liability Company: DELAWARE
Seafreeze Acquisition, LLC		11/06/2018	Limited Liability Company: DELAWARE
Millard Refrigerated Services, LLC		11/06/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4265684	LINEAGE	
Registration Number:	4265685	LINEAGE	
Registration Number:	5484112	LINEAGE	
Registration Number:	5484111	LINEAGE	
Registration Number:	5489948		
Registration Number:	4601007	M	
Registration Number:	2399350	SEAFREEZE	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 2027393001

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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	066397-0640
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NAME OF SUBMITTER:	Felicia D. Gordon
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SIGNATURE:	/Felicia D. Gordon/
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DATE SIGNED:	11/14/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of November 6, 2018 (this “**Agreement**”), among the grantors listed on the signature pages hereof (collectively, the “**Grantors**” and each individually a “**Grantor**”) and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the “**Administrative Agent**”).

Reference is made to (a) the Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Lineage Logistics, LLC, a Delaware limited liability company (“**Lineage Logistics**”), 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 the Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among Lineage Logistics, Holdings, the Subsidiaries of Holdings from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each 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 Secured Obligations, each Grantor hereby grants, assigns and pledges to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest of such Grantor in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (including to the fullest extent arising under any Requirement of Law), all registrations and recordings thereof, 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 “**Trademarks**”); and

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

but excluding in all cases any trademark or servicemark 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 marks, 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 such Grantor in such marks is no longer on an “intent-to-use” basis, at which time such marks 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 Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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. This Agreement is a Loan Document.

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 internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

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

GRANTORS:

LINEAGE LOGISTICS HOLDINGS, LLC,
a Delaware limited liability company

By: BG LLH Intermediate, LLC,
a Delaware limited liability company, as its managing member

By: BG LLH, LLC,
a Delaware limited liability company, as its managing member

By: Bay Grove Management Company, LLC,
a Delaware limited liability company, as its manager

By: 
Name: Kevin Marchetti
Title: Manager

LINEAGE LOGISTICS, LLC
SEAFREEZE ACQUISITION, LLC
MILLARD REFRIGERATED SERVICES, LLC,
each a Delaware limited liability company

By: Bay Grove Management Company, LLC,
a Delaware limited liability company, as their manager

By: 
Name: Kevin Marchetti
Title: Manager

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.





By: 
Name: Ling F. Li
Title: Executive Director

[Signature page to Trademark Security Agreement]

Schedule I

United States Trademark Applications & Registrations

United States Registered Trademarks

<u>Registered Owner/Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Lineage Logistics Holdings, LLC		USA	4,265,684	25-DEC-2012	Section 8 Affidavit of Use due 12/25/2018 Renewal due 12/25/2022
Lineage Logistics Holdings, LLC	LINEAGE	USA	4,265,685	25-DEC-2012	Section 8 Affidavit of Use due 12/25/2018 Renewal due 12/25/2022
Lineage Logistics Holdings, LLC	LINEAGE	USA	5,484,112 (App. No. 87,503,217)	05-JUNE-2018	Section 8 Affidavit of Use due 06/05/2024. Renewal due 06/05/2028.
Lineage Logistics Holdings, LLC		USA	5,484,111 (App. No. 87,503,195)	05-JUNE-2018	Section 8 Affidavit of Use due 06/05/2024. Renewal due 06/05/2028.
Lineage Logistics Holdings, LLC		USA	5,489,948 (App. No. 87,503,466)	12-JUNE-2018	Section 8 Affidavit of Use due 06/12/2024. Renewal due 06/12/2028.
Millard Refrigerated Services, Inc.* *converted to Millard Refrigerated Services, LLC		USA	4,601,007	09-SEP-2014	Section 8 Affidavit of Use due 09/09/2020. Renewal due 09/09/2024.
Seafreeze Acquisition, LLC	SEAFREEZE	USA	2,399,350	31-OCT-2000	Renewal due 10/31/2020