

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LINEAGE LOGISTICS HOLDINGS, LLC		04/26/2013	LIMITED LIABILITY COMPANY: DELAWARE
CITYICE COLD STORAGE, LLC		04/26/2013	LIMITED LIABILITY COMPANY: WASHINGTON
RICHMOND COLD STORAGE COMPANY, LLC		04/26/2013	LIMITED LIABILITY COMPANY: GEORGIA
SEAFREEZE ACQUISITION, LLC		04/26/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4265684	LINEAGE
Registration Number:	4265685	LINEAGE
Registration Number:	1769462	CITYSERVICE NET
Registration Number:	3425896	COLDTRAX
Registration Number:	2399350	SEAFREEZE

**CORRESPONDENCE DATA**

Fax Number: 8668265420  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

OP \$140.00 4265684

Phone: 301-638-0511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

CRS1-38626

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

04/29/2013

Total Attachments: 7  
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**ADDITIONAL CONVEYING PARTIES**

CITYICE COLD STORAGE, LLC, a WASHINGTON LIMITED LIABILITY COMPANY

RICHMOND COLD STORAGE COMPANY, LLC, a GEORGIA LIMITED LIABILITY  
COMPANY

SEAFREEZE ACQUISITION, LLC, a DELAWARE LIMITED LIABILITY COMPANY

TRADEMARK SECURITY AGREEMENT dated as of April 26, 2013 (this "**Agreement**"), among each of the Grantors listed on the signature pages hereto (each a "**Grantor**" and collectively, the "**Grantors**") and CREDIT SUISSE AG ("**Credit Suisse**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Credit Agreement dated as of April 26, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Lineage Logistics, LLC (the "**Borrower**"), Lineage Logistics Holdings, LLC ("**Holdings**"), the Lenders from time to time party thereto and Credit Suisse AG, 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 Borrower, Holdings, the Subsidiaries of Holdings from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are parties to the Guarantee and Collateral Agreement and will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are 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, each 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 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 the applicable 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 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

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.

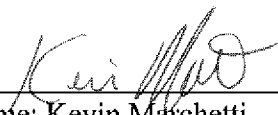
SECTION 5. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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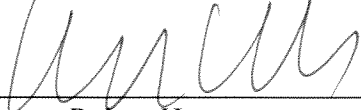
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

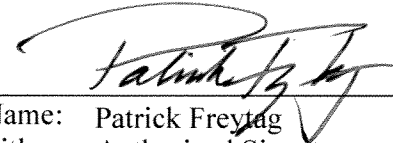
LINEAGE LOGISTICS HOLDINGS, LLC,  
CITYICE COLD STORAGE, LLC,  
RICHMOND COLD STORAGE COMPANY,  
LLC,  
SEAFREEZE ACQUISITION, LLC,

By: Bay Grove Management Company, LLC,  
as each of their Manager,

by   
Name: Kevin Marchetti  
Title: Manager

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

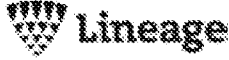
by   
Name: Robert Hetu  
Title: Authorized Signatory

by   
Name: Patrick Freytag  
Title: Authorized Signatory

[[3405377]]

Schedule I

*United States Registered Trademarks*

<u>Registered Owners/Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Lineage Logistics Holdings, LLC		USA	4265684	25-DEC-2012	Section 8 Affidavit of Use due 12/25/2018  Renewal due 12/25/2022
Lineage Logistics Holdings, LLC	LINEAGE	USA	4265685	25-DEC-2012	Section 8 Affidavit of Use due 12/25/2018  Renewal due 12/25/2022
CityIce Cold Storage Company	CITYSERVICE NET	USA	1769462	04-MAY-1993	Renewal due 05/04/2013.
Richmond Cold Storage Co., Inc.	COLDTRAX	USA	3425896	13-MAY-2008	Section 8 Affidavit of Use due 05/13/2018  Renewal due 05/13/2022
Seafreeze Acquisition, LLC	SEAFREEZE	USA	2399350	31-OCT-2000	Renewal due 10/31/2020

*United States Trademark Applications*

None.