

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332825

|   |  |                       |                      |
|---|--|-----------------------|----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                       |                      |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                                      |                       |                      |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                      |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>   |
| NEOVIA LOGISTICS IP HOLDINGS, LP  |  | 02/19/2015            | LIMITED PARTNERSHIP: |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                      |
| <b>Name:</b>  | DEUTSCHE BANK AG, NEW YORK BRANCH, AS COLLATERAL AGENT |                       |                      |
| <b>Street Address:</b>  | 31 WEST 52ND STREET                                    |                       |                      |
| <b>City:</b>  | NEW YORK   |                       |                      |
| <b>State/Country:</b>   | NEW YORK   |                       |                      |
| <b>Postal Code:</b>   | 10019  |                       |                      |
| <b>Entity Type:</b>   | BANKING CORPORATION: GERMANY                           |                       |                      |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                      |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |                      |
| <b>Serial Number:</b>   | 85783553   | NEOVIA                |                      |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                      |
| <b>Fax Number:</b>  | 2128225178   |                       |                      |
| <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>Phone:</b>   | 212-530-5178   |                       |                      |
| <b>Email:</b>   | lkass@milbank.com                                      |                       |                      |
| <b>Correspondent Name:</b>  | Milbank, Tweed, Hadley & McCloy                        |                       |                      |
| <b>Address Line 1:</b>  | 28 Liberty Street                                      |                       |                      |
| <b>Address Line 2:</b>  | c/o Lawrence Kass                                      |                       |                      |
| <b>Address Line 4:</b>  | NEW YORK, NEW YORK 10005                               |                       |                      |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 30045.69500  |                       |                      |
| <b>NAME OF SUBMITTER:</b>   | Lawrence Kass  |                       |                      |
| <b>SIGNATURE:</b>   | /Lawrence Kass/  |                       |                      |
| <b>DATE SIGNED:</b>   | 02/20/2015   |                       |                      |
| <b>Total Attachments: 7</b>   |  |                       |                      |
| source=Neovia_Trademark Security Agreement_EXECUTED#page1.tif   |  |                       |                      |
| source=Neovia_Trademark Security Agreement_EXECUTED#page2.tif   |  |                       |                      |
| source=Neovia_Trademark Security Agreement_EXECUTED#page3.tif   |  |                       |                      |

CH \$40.00 85783553

source=Neovia\_Trademark Security Agreement\_EXECUTED#page4.tif

source=Neovia\_Trademark Security Agreement\_EXECUTED#page5.tif

source=Neovia\_Trademark Security Agreement\_EXECUTED#page6.tif

source=Neovia\_Trademark Security Agreement\_EXECUTED#page7.tif

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of February 19, 2015 by NEOVIA LOGISTICS IP HOLDINGS, LP (the “Pledgor”), in favor of DEUTSCHE BANK AG, NEW YORK BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

Notwithstanding the foregoing in no event shall Pledged Collateral include any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any Trademark registration that issues from such intent-to-use applicable under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent

with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Pledgor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. Section 11.7 of the Security Agreement is incorporated herein, *mutatis mutandis*, as if a part hereof.

SECTION 8. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 9. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

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

Very truly yours,

NEOVIA LOGISTICS IP HOLDINGS, LP

By: Joe Tomczak  
Name: Joe Tomczak  
Title: CFO

Accepted and Agreed:

DEUTSCHE BANK AG, NEW YORK BRANCH,  
as Collateral Agent

By: 

Name: Michael Shannon  
Title: Vice President

By: 

Name: Peter Cucchiara  
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005463 FRAME: 0525

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

| <b>OWNER</b>                      | <b>REGISTRATION NUMBER</b> | <b>TRADEMARK</b>                   |
|-----------------------------------|----------------------------|------------------------------------|
| Neovia Logistics IP Holdings, LLC | 1527375                    | Neovia - Australia                 |
| Neovia Logistics IP Holdings, LLC | 1515446                    | Neovia Logo - Australia            |
| Neovia Logistics IP Holdings, LLC | 011019338<br>011199841     | Neovia - CTM                       |
| Neovia Logistics IP Holdings, LLC | 2429709                    | Neovia - India                     |
| Neovia Logistics IP Holdings, LLC | 2012-076304                | Neovia - Japan                     |
| Neovia Logistics IP Holdings, LLC | 1328855                    | Neovia - Mexico                    |
| Neovia Logistics IP Holdings, LLC | 1313066                    | Neovia Logo - Mexico               |
| Neovia Logistics IP Holdings, LLC | 2012/80546                 | Neovia Logo - Turkey               |
| Neovia Logistics IP Holdings, LLC | 179679                     | Neovia Logo - United Arab Emirates |
| Neovia Logistics IP Holdings, LLC | 85/783553                  | Neovia - U.S.                      |

**Trademark Applications:**

| <b>OWNER</b>                      | <b>APPLICATION NUMBER</b> | <b>TRADEMARK</b>     |
|-----------------------------------|---------------------------|----------------------|
| Neovia Logistics IP Holdings, LLC | 905325052<br>905325125    | Neovia Logo - Brazil |
| Neovia Logistics IP Holdings, LLC | 1602914                   | Neovia - Canada      |
| Neovia Logistics IP Holdings, LLC | 1599097                   | Neovia Logo - Canada |

| OWNER                             | APPLICATION NUMBER   | TRADEMARK                   |
|-----------------------------------|--|-----------------------------|
| Neovia Logistics IP Holdings, LLC | 1039885  | Neovia - Chile              |
| Neovia Logistics IP Holdings, LLC | 1027692  | Neovia Logo - Chile         |
| Neovia Logistics IP Holdings, LLC | 1027692  | Neovia - China              |
| Neovia Logistics IP Holdings, LLC | 11633437<br>11633438<br>11633439   | Neovia Logo - China         |
| Neovia Logistics IP Holdings, LLC | 281625<br>281626<br>281627   | Neovia - Egypt              |
| Neovia Logistics IP Holdings, LLC | 79454<br>279455<br>279456  | Neovia Logo - Egypt         |
| Neovia Logistics IP Holdings, LLC | 2399309  | Neovia Logo - India         |
| Neovia Logistics IP Holdings, LLC | J002012057280<br>J002012057283<br>J002012057285<br>J002012050919<br>J002012050920<br>J002012050921 | Neovia - Indonesia          |
| Neovia Logistics IP Holdings, LLC | 1328854<br>1328856   | Neovia - Mexico             |
| Neovia Logistics IP Holdings, LLC | 1313070  | Neovia Logo - Mexico        |
| Neovia Logistics IP Holdings, LLC | 2012741759   | Neovia - Russian Federation |



| OWNER                             | APPLICATION NUMBER              | TRADEMARK                         |
|-----------------------------------|---------------------------------|-----------------------------------|
| Neovia Logistics IP Holdings, LLC | 2012736594                      | Neovia Logo -Russian Federation   |
| Neovia Logistics IP Holdings, LLC | T1217511E                       | Neovia - Singapore                |
| Neovia Logistics IP Holdings, LLC | T1213897Z                       | Neovia Logo - Singapore           |
| Neovia Logistics IP Holdings, LLC | 2012/31675<br>31676<br>31677    | Neovia - South Africa             |
| Neovia Logistics IP Holdings, LLC | 2012/26886<br>26887             | Neovia Logo - South Africa        |
| Neovia Logistics IP Holdings, LLC | 2012/96216                      | Neovia - Turkey                   |
| Neovia Logistics IP Holdings, LLC | 182318<br>182319<br>182320      | Neovia - United Arab Emirates     |
| Neovia Logistics IP Holdings, LLC | 179680                          | Neovia Logo -United Arab Emirates |
| Neovia Logistics IP Holdings, LLC | 85/733949                       | Neovia Logo - U.S.                |
| Neovia Logistics IP Holdings, LLC | 2012-024936<br>024937<br>024938 | Neovia - Venezuela                |
| Neovia Logistics IP Holdings, LLC | 2013-004558<br>2013-004559      | Neovia Logo - Venezuela           |
| Neovia Logistics IP Holdings, LLC | 905325052<br>905325125          | Neovia Logo - Brazil              |