

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336258

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coyote Logistics, LLC		03/26/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3827238	BAZOOKA
Registration Number:	3827239	BAZOOKA
Registration Number:	3837007	BAZOOKAWEB
Registration Number:	4221250	COYOTE
Registration Number:	4139563	COYOTEWEB
Registration Number:	4221248	
Registration Number:	4275505	NO EXCUSES
Registration Number:	3780860	RUN WITH THE BEST
Registration Number:	3730265	YOUR SUPPLY CHAIN EXECUTION EXPERTS

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

CH \$240.00 3827238

ATTORNEY DOCKET NUMBER:	90440.00002 (TERM)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	03/26/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 26, 2015 (this “Agreement”), among Coyote Logistics, LLC (the “Grantor”) and Goldman Sachs Bank USA, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of March 26, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among COYOTE LOGISTICS, LLC, as Borrower, COYOTE LOGISTICS MIDCO, INC., as Holdings, the other parties from time to time party hereto and GOLDMAN SACHS BANK USA, as Administrative Agent and (b) the Collateral Agreement dated of March 26, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Borrower, the other Grantors from time to time party thereto, Holdings 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 Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the 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, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The 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 Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between

the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

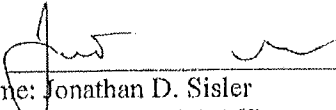
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

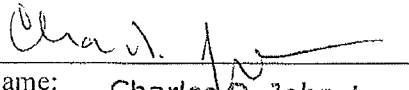
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COYOTE LOGISTICS, LLC, as Grantor

By: 
Name: Jonathan D. Sisler
Title: Chief Financial Officer

Goldman Sachs Bank USA, as Collateral Agent

By: 
Name: Charles D. Johnston
Title: Authorized Signatory



Signature Page to
Term Trademark Security Agreement

TRADEMARK
REEL: 005485 FRAME: 0891

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

TRADEMARK & DESIGN	REG. NUMBER	REG. DATE	OWNER
BAZOOKA	3827238	August 3, 2010	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647
BAZOOKA 	3827239	August 3, 2010	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647
BAZOOKAWEB	3837007	August 24, 2010	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647
COYOTE	4221250	October 9, 2012	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647
COYOTEWEB	4139563	May 8, 2012	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647
Design Only 	4221248	October 9, 2012	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647
NO EXCUSES	4275505	January 15, 2013	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647

TRADEMARK & DESIGN	REG. NUMBER	REG. DATE	OWNER
RUN WITH THE BEST	3780860	April 27, 2010	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647
YOUR SUPPLY CHAIN EXECUTION EXPERTS	3730265	December 22, 2009	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647