

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352568

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Agreement		
RESUBMIT DOCUMENT ID:	900332929		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DistTech, LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
Transport Service LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as Collateral Agent		
Street Address:	127 Public Square, 6th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3115703	DISTTECH	
Registration Number:	1688145		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	08/25/2015		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of July 31, 2015 (this “**Agreement**”), among DistTech, LLC, a Delaware limited liability company, Transport Service, LLC, a Delaware limited liability company, and any future party to the Security Agreement (as defined below) that executes a Trademark Security Agreement Supplement substantially in the form of Exhibit A (each, a “**Grantor**”) and KeyBank National Association (“**KeyBank**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain U.S. Pledge and Security Agreement, dated as of July 31, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to each Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among OPE KAG Finance Sub Inc., a Delaware corporation, which upon effectiveness of the U.S. Merger will be merged with and into The Kenan Advantage Group, Inc., a Delaware corporation, Kenan Canada GP, a Delaware general partnership, Kenan Advantage Group Holdings Corp., a Delaware corporation, the Lenders from time to time party thereto and KeyBank, in its capacities as an Issuing Bank and the Swingline Lender and as administrative agent and collateral agent for the Lenders (in its capacities as administrative and collateral agent, the “**Administrative Agent**”), with Sumitomo Mitsui Banking Corporation, as syndication agent, Mizuho Bank, Ltd., as documentation agent, and KeyBanc Capital Markets Inc. and Goldman Sachs Lending Partners LLC, acting as joint lead arrangers and joint bookrunners. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

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 Security 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Termination.** In connection with any termination or release pursuant to the Security Agreement, the Collateral Agent hereby acknowledges its obligations thereunder, and agrees, upon any Grantor's reasonable request, to execute and deliver to such Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Trademark Collateral under this Agreement.

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

[SIGNATURE PAGES FOLLOW]

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

DISTTECH, LLC

By: 

Name: Dennis Nash

Title: Chairman


TRANSPORT SERVICE, LLC

By: 

Name: Dennis Nash



Title: Chief Executive Officer

KEYBANK NATIONAL ASSOCIATION
as Collateral Agent

By: 
Name: Ari Deutchman
Title: Vice President

SCHEDULE I

Trademarks

Registered Owner	Registration Number	Trademark
DistTech, LLC	3115703	 The logo for DistTech, featuring the word "DistTech" in a bold, italicized sans-serif font. A stylized, curved arrow or swoosh element is positioned above the "i" in "DistTech".
Transport Service Co.	1688145	 The logo for Transport Service Co., consisting of a stylized, geometric design. It features several parallel, slanted lines that form a shape resembling a stylized letter 'T' or a similar symbol, with a textured, stippled appearance.