

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agri-Carriers Group, Inc.		11/14/2016	Corporation: 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: 1			
Property Type	Number	Word Mark	
Registration Number:	4809500	AGRI-CARRIERS GROUP, INC.	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	614-280-3566		
Email:	James.Murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	11/14/2016		
Total Attachments: 6			
source=Kenan - Executed Trademark Security Agreement (Agri-Carriers)_WEIL_95931 #page1.tif			
source=Kenan - Executed Trademark Security Agreement (Agri-Carriers)_WEIL_95931 #page2.tif			
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OP \$40.00 4809500

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Agri-Carriers Group, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 14, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: KeyBank National Association, as Collateral Agent

Street Address: 127 Public Square, 6th Floor

City: Cleveland

State: OH

Country: USA Zip: 44114

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

4809500

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

November 14, 2016
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of November 14, 2016, (this “**Agreement**”), among Agri-Carriers Group, Inc., a Delaware corporation (the “**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 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 the 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 (the “**Credit Agreement**”), by and among OPE KAG Finance Sub Inc., a Delaware corporation (“**Finance Sub**”), which was merged with and into The Kenan Advantage Group, Inc., a Delaware corporation (“**KAG**” and, as successor by merger to Finance Sub, the “**U.S. Borrower**”), Kenan Canada GP, a Delaware general partnership (the “**Canadian Borrower**” and, together with the U.S. Borrower, each, a “**Borrower**” and collectively, the “**Borrowers**”), Kenan Advantage Group Holdings Corp., a Delaware corporation (“**Holdings**”), the Lenders from time to time party thereto and KeyBank National Association (“**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, 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, the 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 the 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 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. 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 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. *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.

AGRI-CARRIERS GROUP, INC.

By: 

Name: Carl Young

Title: Secretary and Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005920 FRAME: 0341

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent


By: 

Name: Ari Deutchman

Title: Senior Vice President

SCHEDULE I

1. Trademarks:

Registered Owner	Registration Number	Trademark
Agri-Carriers Group, Inc.	4809500	 The logo for Agri-Carriers Group, Inc. features a stylized graphic of a truck or trailer on the left, followed by the text "AGRI-CARRIERS" in a bold, sans-serif font, and "GROUP, INC." in a smaller font below it.

2. Trademark Applications:

None.