

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silk Road Transport, Inc.		11/14/2016	Corporation: MASSACHUSETTS
Unified Logistics Holdings LLC		11/14/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GACP Finance Co., LLC, as Agent		
Street Address:	11100 Santa Monica Blvd., Suite 800		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3618669	SILK ROAD	
Registration Number:	3658912	THE ARTISANS OF SPECIALIZED FREIGHT	
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:	floydj@gtlaw.com		
Correspondent Name:	Jessica Floyd		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	3333 Piedmont Road, NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
NAME OF SUBMITTER:	Jessica Floyd		
SIGNATURE:	/Jessica Floyd/		
DATE SIGNED:	12/02/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 14th day of November, 2016, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually, "Grantor"), and GACP FINANCE CO., LLC ("GACP"), as agent for the Lenders party to the below-described LSA (GACP, in such capacity, together with its successors and assigns, if any, in such capacity, the "Grantee").

WITNESSETH:

WHEREAS, the Grantors, certain of the Grantors' affiliates, certain Lenders and the Grantee are parties to the Term Loan Credit and Security Agreement dated of even date herewith (the "LSA"), pursuant to which the Grantors granted the Grantee a security interest in all or substantially all of the Grantors' trademarks;

WHEREAS, in connection with the closing of the transactions contemplated by the LSA, the Grantors have agreed to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the secured parties, to enter into the LSA, the Grantors hereby agree with the Grantee as follows:

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

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Grantee, for the benefit of the secured parties under the LSA, a lien on and security interest in and to all of each Grantor's right, title and interest in, to and under all the trademarks and trademark applications of such Grantors including, without limitation, those items listed on Schedule I attached hereto and all proceeds of any and all of the foregoing; provided that with respect to any trademark applications in the United States Patent and Trademark Office to register trademarks on the basis of any Grantor's "intent to use", such trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. LSA. The security interest granted pursuant to this Agreement is granted in connection with the LSA and is expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the trademarks and trademark applications made and granted hereby are more fully set forth in the LSA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The LSA (and all rights and remedies of the Grantee and Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the LSA, the provisions of the LSA shall control.

4. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

5. Termination. Upon the payment in full of the Obligations and termination of the LSA, the Grantee shall, at the reasonable request of the applicable Grantor, execute, acknowledge, and deliver to the applicable Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien, and security interest in the trademarks and trademark applications listed on Schedule I attached hereto.

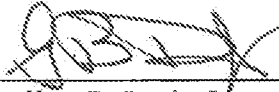
6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Any signature delivered by a party by facsimile or electronic transmission shall be deemed to be an original signature hereto.

[signature page follows]

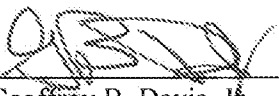
IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

Very truly yours,

SILK ROAD TRANSPORT, INC.,
as Grantor

By: 
Name: Geoffrey B. Davis, Jr.
Title: President

UNIFIED LOGISTICS HOLDINGS LLC,
as Grantor

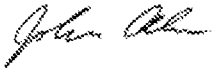
By: 
Name: Geoffrey B. Davis, Jr.
Title: Chief Executive Officer

[UNIFIED—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005934 FRAME: 0035

Accepted and Agreed:

GACP FINANCE CO., LLC
as Agent and Grantee

By: 

Name: John Ahn
Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Trademark	Registration No.	Registration Date
Silk Road Transport, Inc.	Silk Road	3,618,669	May 12, 2009
Unified Logistics Holdings LLC	The Artisans of Specialized Freight	3,658,912	July 21, 2009