

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419594

|  |   |                        |                         |
|--|---|------------------------|-------------------------|
| <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>      |
| American Cargo Express, Inc.   |   | 03/10/2017             | Corporation: NEW JERSEY |
| <b>RECEIVING PARTY DATA</b>  |   |                        |                         |
| <b>Name:</b>   | JPMorgan Chase Bank, N.A.   |                        |                         |
| <b>Street Address:</b>   | 10 South Dearborn Street  |                        |                         |
| <b>City:</b>   | Chicago   |                        |                         |
| <b>State/Country:</b>  | ILLINOIS  |                        |                         |
| <b>Postal Code:</b>  | 60603   |                        |                         |
| <b>Entity Type:</b>  | National Banking Association: UNITED STATES   |                        |                         |
| <b>PROPERTY NUMBERS Total: 1</b>                                     |   |                        |                         |
| <b>Property Type</b>   | <b>Number</b>   | <b>Word Mark</b>       |                         |
| <b>Registration Number:</b>  | 2877690   | AMERICAN CARGO EXPRESS |                         |
| <b>CORRESPONDENCE DATA</b>   |   |                        |                         |
| <b>Fax Number:</b>   |   |                        |                         |
|  | <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>  | 3127017156  |                        |                         |
| <b>Email:</b>  | ahintz@mayerbrown.com, ipdocket@mayerbrown.com  |                        |                         |
| <b>Correspondent Name:</b>   | Andrea L. Hintz c/o Mayer Brown LLP   |                        |                         |
| <b>Address Line 1:</b>   | P.O. Box 2828   |                        |                         |
| <b>Address Line 4:</b>   | Chicago, ILLINOIS 60690-2828  |                        |                         |
| <b>NAME OF SUBMITTER:</b>  | Andrea L. Hintz   |                        |                         |
| <b>SIGNATURE:</b>  | /andrea l. hintz/   |                        |                         |
| <b>DATE SIGNED:</b>  | 03/14/2017  |                        |                         |
| <b>Total Attachments: 5</b>  |   |                        |                         |
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**SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

March 10, 2017

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, American Cargo Express, Inc., a New Jersey corporation with principal offices at 2345 Vauxhall Road, Union, New Jersey 07083 (the "Grantor"), hereby grants JPMorgan Chase Bank, N.A., as administrative agent, with principal offices at 10 South Dearborn, Chicago, Illinois 60603 (the "Administrative Agent"), a security interest in all of the following property, whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**THIS SECURITY INTEREST** (this "Agreement") is made to secure the satisfactory performance and payment of all Secured Obligations of the Grantor under the Loan Documents, as such terms are defined in, or by reference in, the Pledge and Security Agreement among Oregon International Air Freight Co., OIA Global Logistics – SCM, Inc., certain other parties party thereto from time to time (including Grantor pursuant to that certain Annex I to Pledge and Security Agreement, dated as of the date hereof, between Grantor and Administrative Agent) and Administrative Agent, dated as of November 5, 2015 (the "Security Agreement"). Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Security Agreement, including by reference to other documents. Upon request of the Grantor when all Secured Obligations have been paid in full and all Commitments have been terminated,

the Administrative Agent shall execute, acknowledge and deliver to Grantor an instrument in writing releasing the security interest in the corresponding Trademarks acquired under this Agreement.

This security interest has been made in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

AMERICAN CARGO EXPRESS, INC., as a  
Grantor

By: 

Name: Timmothy D. Sether

Title:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By: Suzanne Griffith  
Name: Suzanne Griffith  
Title: Underwriter

**SCHEDULE A**

| Trademark              | Registration Date | Registration Number |
|------------------------|-------------------|---------------------|
| American Cargo Express | August 24, 2014   | 2877690             |

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OIA – American Cargo Express –  
Trademark Security Interest