

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429872

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bright Lights Partners, LLC		06/02/2017	Limited Liability Company: DELAWARE
RTS Holdings, LLC		06/02/2017	Limited Liability Company: DELAWARE
QLS Logistic Services, LLC		06/02/2017	Limited Liability Company: DELAWARE
Greenfleet Ventures, LLC		06/02/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank, as administrative agent
Street Address:	300 West Sixth Street, Suite 2250
Internal Address:	Technology & Life Sciences Division, Loan Analysis Department
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86345402	INTERMODALOGISTICS
Registration Number:	4610481	
Registration Number:	4499316	ROADONE
Registration Number:	4499315	ROADONE INTERMODALOGISTICS
Registration Number:	4499314	ROADONE INTERMODALOGISTICS
Registration Number:	4499313	ROADONE
Registration Number:	3677447	PORT TO FLOOR
Registration Number:	3497405	INTERMODALOGISTICS
Registration Number:	1454644	ROAD LINK
Registration Number:	5129890	ROADPERKS
Registration Number:	4926653	SOLUTIONS THAT CONNECT

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 2147455390

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: 214.745.5370

Email: jmuennink@winstead.com

Correspondent Name: Janie Muennink c/o Winstead PC

Address Line 1: P. O. Box 131851

Address Line 4: Dallas, TEXAS 75313

ATTORNEY DOCKET NUMBER:	3134-1766
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NAME OF SUBMITTER:	Janie Muennink
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SIGNATURE:	/janie muennink/
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DATE SIGNED:	06/02/2017
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Total Attachments: 9

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (the "Agreement") is entered into as of June 2, 2017 by and among COMERICA BANK, as administrative agent (in such capacity, the "Agent") and BRIGHT LIGHTS PARTNERS, LLC, a Delaware limited liability company, RTS HOLDINGS, LLC, a Delaware limited liability company, QLS LOGISTIC SERVICES, LLC, a Delaware limited liability company, and GREENFLEET VENTURES, LLC, a Delaware limited liability company (individually and collectively, "Grantor").

RECITALS

A. Agent and certain lenders (the "Lenders") have agreed to continue to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Revolving Credit and Term Loan Agreement by and among Grantor, Lenders and Agent dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement), which restates that certain Loan and Security Agreement dated June 1, 2015 (the "Existing Agreement") between the Grantor and Comerica Bank ("Existing Lender").

B. Concurrently with the restatement in the Credit Agreement, (i) the Existing Lender has assigned its rights and obligations under the Loan Documents to Agent pursuant to that certain Assignment of Liens and Obligations dated as of the date hereof by and among Grantor, Existing Lender and Agent, and (ii) the Grantor has restated its grant of liens in its assets to Agent, as collateral agent for the Lenders, pursuant to that certain Security Agreement dated as of the date hereof (the "Security Agreement").

C. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent for the benefit of the Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Agent, Lenders and Grantor, Grantor grants and pledges to Agent for the benefit of the Lenders a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the

Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

This Agreement amends, restates and replaces in its entirety that certain Intellectual Property Security Agreement, dated June 1, 2015 between Grantor and Comerica Bank (the "Prior IP Security Agreement"), as amended or otherwise modified from time to time, so as to preserve the perfection of the liens and security interest established by the Prior IP Security Agreement and nothing contained herein shall be deemed to alter or impair the liens and security interest established by the Prior IP Security Agreement, which liens and security interest remain in full force and effect with all priorities unchanged. The parties hereto do not intend this Agreement nor the transactions contemplated hereby to be, and this Agreement and the transactions contemplated hereby shall not be construed to be, a novation of any of the obligations owing by Grantor or any other Credit Party under or in connection with any of the Loan Documents. The parties agree that any reference to the Prior IP Security Agreement in any such Loan Document shall be deemed to be a reference to this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

BRIGHT LIGHTS PARTNERS, LLC


Fax: _____
Attn: _____

RTS HOLDINGS, LLC
QLS LOGISTIC SERVICES, LLC
GREENFLEET VENTURES, LLC

Fax: _____
Attn: _____

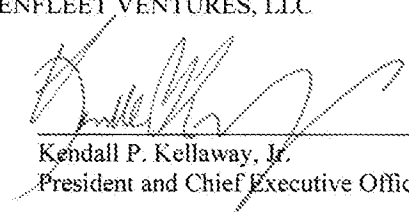
GRANTOR:

BRIGHT LIGHTS PARTNERS, LLC

By: 

Kendall P. Kellaway, Jr.
Manager

RTS HOLDINGS, LLC
QLS LOGISTIC SERVICES, LLC
GREENFLEET VENTURES, LLC

By: 

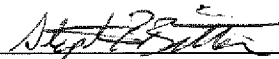
Kendall P. Kellaway, Jr.
President and Chief Executive Officer

Address of Bank:

Comerica Bank
Technology & Life Sciences Division
Loan Analysis Department
300 West Sixth Street, Suite 2250
Austin, Texas 78701
Fax: (512) 427-7178
Attn: Manager

BANK:

COMERICA BANK

By: 
Stephen P. Bitter
Senior Vice President

IP SCHEDULE

EXHIBIT A

Copyrights

None.

IP SCHEDULE

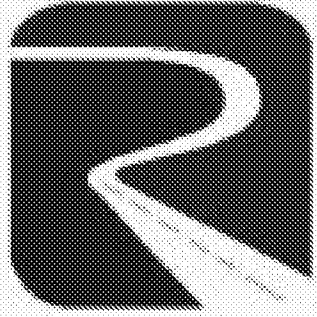

EXHIBIT B

Patents

IP SCHEDULE

EXHIBIT C

Trademarks

MARK	APP/REG NO	APP/REG DATE	STATUS	SERVICES
INTERMODALOGISTICS	App. No.: 86345402	App. Date: 7/23/2014	Pending	Class 35 - Business management services, namely, managing logistics, reverse logistics, supply chain services, and product distribution processes for others; freight logistics management Class 39 - Transportation of containerized freight by truck; freight forwarding; freight warehousing, freight distribution in the nature of delivery, freight transloading and product container consolidation for others for transportation purposes; supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of documents, packages, raw materials, and other freight for others by truck; cargo loading and unloading; freight brokerage
	App. No.: 85822362 Reg. No.: 4610481	App. Date: 1/14/2013 Reg. Date: 9/23/2014	Registered	Class 35 - Business management services, namely, managing logistics, reverse logistics, supply chain services, and product distribution processes for others; freight logistics management Class 39 - Transportation of containerized freight by truck; freight forwarding; freight warehousing, freight distribution in the nature of delivery, freight transloading and product container consolidation for others for transportation purposes; supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of documents, packages, raw materials, and other freight for others by truck; cargo loading and unloading; freight brokerage
ROADONE	App. No.: 85822475 Reg. No.: 4499316	App. Date: 1/14/2013 Reg. Date: 3/18/2014	Registered	Class 35 - Business management services, namely, managing logistics, reverse logistics, supply chain services, and product distribution processes for others; freight logistics management
	App. No.: 85822382 Reg. No.: 4499315	App. Date: 1/14/2013 Reg. Date: 3/18/2014	Registered	Class 35 - Business management services, namely, managing logistics, reverse logistics, supply chain services, and product distribution processes for others; freight logistics management Class 39 - Transportation of containerized

IP SCHEDULE

MARK	APP/REG NO	APP/REG DATE	STATUS	SERVICES
				freight by truck; freight forwarding; freight warehousing, freight distribution in the nature of delivery, freight transloading and product container consolidation for others for transportation purposes; supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of documents, packages, raw materials, and other freight for others by truck; cargo loading and unloading; freight brokerage
ROADONE INTERMODALOGISTICS	App. No.: 85822351 Reg. No.: 4499314	App. Date: 1/14/2013 Reg. Date: 3/18/2014	Registered	Class 35 - Business management services, namely, managing logistics, reverse logistics, supply chain services, and product distribution processes for others; freight logistics management Class 39 - Transportation of containerized freight by truck; freight forwarding; freight warehousing, freight distribution in the nature of delivery, freight transloading and product container consolidation for others for transportation purposes; supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of documents, packages, raw materials, and other freight for others by truck; cargo loading and unloading; freight brokerage
ROADONE	App. No.: 85822343 Reg. No.: 4499313	App. Date: 1/14/2013 Reg. Date: 3/18/2014	Registered	Class 39 - Transportation of containerized freight by truck; freight forwarding; freight warehousing, freight distribution in the nature of delivery, freight transloading and product container consolidation for others for transportation purposes; supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of documents, packages, raw materials, and other freight for others by truck; cargo loading and unloading; freight brokerage
PORT TO FLOOR	App. No.: 77464528 Reg. No.: 3677447	App. Date: 5/2/2008 Reg. Date: 9/1/2009	Registered	Class 35 - Business management services, namely, managing logistics, reverse logistics, supply chain services, product distribution services for others Class 39 - Freight transportation by truck; freight forwarding; freight warehousing, distribution, transloading and consolidation for others; providing freight-carrier services to others; cargo loading and unloading; freight brokerage

IP SCHEDULE

MARK	APP/REG NO	APP/REG DATE	STATUS	SERVICES
<i>IntermodaLogistics</i>	App. No.: 77330035 Reg. No.: 3497405	App. Date: 11/15/2007 Reg. Date: 9/2/2008	Registered (Supplemental)	Class 35 - Business management services, namely, managing and procuring supply chain and after market supply chain services, product distribution services and processes, material management, and transportation services for others Class 39 - Freight transportation by truck; freight forwarding; freight warehousing, distribution, transloading and consolidation for others; providing freight-carrier services to others; cargo loading and unloading; freight brokerage
ROAD LINK	App. No.: 73536375 Reg. No.: 1454644	App. Date: 5/7/1985 Reg. Date: 8/25/1987	Registered (Renewed)	Class 39 - Truck transport services
ROADPERKS RTS Holdings, LLC	App. No. 86/722,699 Reg. No. 5,129,890	App. Filed August 12 2015 Reg. Date January 24, 2017	Registered	Class 036 - Administering employee benefit plans for independent contractor commercial drivers in the nature of medical insurance benefits, with the issuance of discount communication cards, discount shopping cards, and credit cards as a feature of said benefit plans.
SOLUTIONS THAT CONNECT RTS Holdings, LLC	App. No. 86/722,728 Reg. No. 4,926,653	App. Filed August 12, 2015 Reg. Date March 29, 2016	Registered	Class 035 - Business management services, namely, managing logistics, reverse logistics, supply chain services, and product distribution processes for others; freight logistics management. FIRST USE: 20070924. FIRST USE IN COMMERCE: 20070924 Class 039 - Transportation of containerized freight by truck; freight forwarding; freight warehousing, freight distribution in the nature of delivery, freight transloading and product container consolidation for others for transportation purposes; supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of documents, packages, raw materials, and other freight for others by truck; cargo loading and unloading; freight brokerage