

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Randall-Reilly, LLC		06/02/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 63			
Property Type	Number	Word Mark	
Registration Number:	2996134	AGGREGATES MANAGER	
Registration Number:	4002199	AGGREGATES MANAGER	
Registration Number:	3899572	BESTDRIVERJOBS	
Registration Number:	3866192	BESTDRIVERJOBS	
Registration Number:	5063626	BESTDRIVERJOBS	
Registration Number:	1136772	BETTER ROADS	
Serial Number:	87043310	BETTER ROADS	
Registration Number:	4071903	BIDSCOUT	
Registration Number:	2650873	BIG RIG OWNER	
Registration Number:	4169273	BIG RIG RUN	
Registration Number:	3274108	CAREERS IN GEAR	
Registration Number:	3223948	CCJ	
Serial Number:	86967395	CCJ COMMERCIAL CARRIER JOURNAL	
Registration Number:	3231142	CHANGING LANES	
Registration Number:	1844410	COMMERCIAL CARRIER JOURNAL	
Registration Number:	1271293	COMMERCIAL CARRIER JOURNAL	
Registration Number:	3224194	COMMERCIAL CARRIER UNIVERSITY	
Registration Number:	2896485	COMPANY DRIVER	
Registration Number:	3207354	DRIVING FORCE	
TRADEMARK			

OP \$1590.00 2996134

Property Type	Number	Word Mark
Registration Number:	4462186	EDA
Registration Number:	1588818	EQUIPMENT WORLD
Serial Number:	87043330	EQUIPMENT WORLD
Registration Number:	2586735	ETRUCKER
Registration Number:	3707332	ETRUCKER
Registration Number:	2471597	EVERYTHING TRUCKING
Registration Number:	4056928	FIT FOR THE ROAD
Registration Number:	5034785	JIGGYJOBS
Registration Number:	5034786	JIGGYJOBS.COM
Registration Number:	3699738	JJ JIGGYJOBS.COM
Registration Number:	2167607	MODERN WOODWORKING
Registration Number:	2359114	MOTOR MEDIA
Registration Number:	1231069	OVERDRIVE
Registration Number:	1463441	OVERDRIVE
Registration Number:	1618038	OVERDRIVE
Registration Number:	5064434	OVERDRIVE
Registration Number:	2150325	OVERDRIVE TOP TEN COUNTDOWN
Registration Number:	1622952	OVERDRIVE TRUCKING NEWS
Registration Number:	936648	OWNER OPERATOR
Registration Number:	2326899	PARTNERS IN BUSINESS
Registration Number:	2645150	PB
Registration Number:	1667220	PRIDE & POLISH
Registration Number:	3954028	PRO TRUCKER
Registration Number:	4118986	PROPICKUP
Registration Number:	4118987	PROPICKUP
Registration Number:	4563225	RAGS DOWN!
Registration Number:	3559057	R RANDALL REILLY
Registration Number:	3559058	RANDALL-REILLY
Registration Number:	4116250	RIGDIG
Registration Number:	3664179	ROADY THE ROAD BUILDER
Registration Number:	2671639	RPC
Registration Number:	1978560	RPM FOR TRUCKERS
Registration Number:	1306976	SUCCESSFUL DEALER
Registration Number:	3079581	THE GREAT AMERICAN TRUCKING SHOW
Registration Number:	3221524	THE VOICE OF THE AMERICAN TRUCKER
Registration Number:	1498622	TOP BID
Registration Number:	3561076	TOP BID
Registration Number:	3292337	TOTAL LANDSCAPE CARE

Property Type	Number	Word Mark
Serial Number:	86835703	TRUCKERS NEWS
Registration Number:	4146693	TRUCKGAUGE
Registration Number:	4265348	TRUCKING'S TOP ROOKIE
Registration Number:	2456685	TRUCKSTOPS EXPRESS
Registration Number:	2484253	TRUCKSTOPS EXPRESS
Registration Number:	2394452	VOICE OF THE AMERICAN TRUCKER

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	057121-0220
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	06/16/2017

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 2, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 2, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Trunk Intermediate, Inc., a Delaware corporation, Trunk Acquisition, Inc., a Delaware corporation, the other Persons party thereto that are designated as Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, and to induce the Secured Swap Providers to enter into the Secured Rate Contracts, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (which shall exclude all Excluded Property, including, without limitation, “intent to use” Trademark applications for which a statement of use has not been filed

and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be immediately and automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall immediately and automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RANDALL-REILLY, LLC,
as Grantor


By: B. Reilly
Name: Brent Reilly
Title: President

Signature pages to Trademark Security Agreement

TRADEMARK
REEL: 006086 FRAME: 0076

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By:  _____

Name: Phillip P. Smith
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Name/Mark	Active / Inactive	Type of Mark (Trademark / Service Mark)	Filed	Reg. Date	Reg. #	Owner
CANADA						
1. Innovator of the Year	A		4/4/05	2/8/06	TMA658,313	Randall-Reilly, LLC
UNITED STATES						
1. Aggregates Manager	A	TM	4/21/04	9/13/05	2,996,134	Randall-Reilly, LLC
2. Aggregates Manager	A	TM	12/15/10	7/26/11	4,002,199	Randall-Reilly, LLC
3. BestDriverJobs	A	TM/SM	4/1/10	1/4/11	3,899,572	Randall-Reilly, LLC
4. BestDriverJobs	A	TM/SM	4/1/10	10/19/10	3,866,192	Randall-Reilly, LLC
5. BestDriverJobs	A	TM/SM	3/10/16	10/18/16	5,063,626	Randall-Reilly, LLC
6. Better Roads	A	TM	10/11/78	6/10/80	1,136,772	Randall-Reilly, LLC
7. Better Roads	A	SM	5/19/16		(87/043,310)	Randall-Reilly, LLC
8. BidScout		SM	1/12/11	12/13/11	4,071,903	Randall-Reilly, LLC
9. Big Rig Owner	A	TM	11/13/01	11/12/02	2,650,873	Randall-Reilly, LLC
10. Big Rig Run	A	TM/SM	7/27/11	7/3/12	4,169,273	Randall-Reilly, LLC

Name/Mark	Active / Inactive	Type of Mark (Trademark / Service Mark)	Filed	Reg. Date	Reg. #	Owner
11. Careers in Gear	A	SM	1/9/07	8/7/07	3,274,108	Randall-Reilly, LLC
12. CCJ	A	SM	4/20/05	4/3/07	3,223,948	Randall-Reilly, LLC
13. CCJ Commercial Carrier Journal - Design Mark	A	SM	4/7/16		(86/967,395)	Randall-Reilly, LLC
14. Changing Lanes	A	TM	5/20/05	4/17/07	3,231,142	Randall-Reilly, LLC
15. Commercial Carrier Journal	A	TM	7/19/93	7/12/94	1,844,410	Randall-Reilly, LLC
16. Commercial Carrier Journal	A	TM	9/30/82	3/20/84	1,271,293	Randall-Reilly, LLC
17. Commercial Carrier University	A	SM	9/21/05	4/3/07	3,224,194	Randall-Reilly, LLC
18. Company Driver	A	TM	11/7/03	10/19/04	2,896,485	Randall-Reilly, LLC
19. Driving Force	A	TM	10/28/04	2/13/07	3,207,354	Randall-Reilly, LLC
20. EDA	A	SM	5/22/13	1/7/14	4,462,186	Randall-Reilly, LLC
21. Equipment World	A	TM	6/29/89	3/27/90	1,588,818	Randall-Reilly, LLC
22. Equipment World	A	SM	5/19/16		(87/043,330)	Randall-Reilly, LLC
23. eTrucker	A	SM	9/27/99	6/25/02	2,586,735	Randall-Reilly, LLC

Name/Mark	Active / Inactive	Type of Mark (Trademark / Service Mark)	Filed	Reg. Date	Reg. #	Owner
24. eTrucker	A	SM	7/25/07	11/10/09	3,707,332	Randall-Reilly, LLC
25. Everything Trucking	A	SM/TM	7/11/00	7/24/01	2,471,597	Randall-Reilly, LLC
26. Fit For The Road	A	TM/SM	2/3/10	11/15/11	4,056,928	Randall-Reilly, LLC
27. JiggyJobs	A	SM	9/18/15	09/06/2016	5,034,785	Randall-Reilly, LLC
28. JiggyJobs.com	A	SM	9/18/15	09/06/2016	5,034,786	Randall-Reilly, LLC
29. JJ JiggyJobs.com (and Design)	A	SM	2/19/08	10/20/09	3,699,738	Randall-Reilly, LLC
30. Modern Woodworking	A	TM	6/11/97	6/23/98	2,167,607	Randall-Reilly Publishing Company, LLC
31. Motor Media	A	SM	2/23/98	6/20/00	2,359,114	Randall-Reilly, LLC
32. Overdrive	A	TM	3/19/82	3/15/83	1,231,069	Randall-Reilly, LLC
33. Overdrive (stylized letters)	A	TM	9/2/86	11/3/87	1,463,441	Randall-Reilly, LLC
34. Overdrive	A	SM	8/28/89	10/16/90	1,618,038	Randall-Reilly, LLC
35. Overdrive	A	SM	5/19/16	10/18/16	5,064,434	Randall-Reilly, LLC
36. Overdrive Top Ten Countdown	A	SM	10/16/96	4/14/98	2,150,325	Randall-Reilly, LLC

Name/Mark	Active / Inactive	Type of Mark (Trademark / Service Mark)	Filed	Reg. Date	Reg. #	Owner
37. Overdrive Trucking News	A	SM	8/28/89	11/13/90	1,622,952	Randall-Reilly, LLC
38. Owner Operator	A	TM	9/29/69	6/27/72	0,936,648	Randall-Reilly, LLC
39. Partners in Business	A	SM	6/10/99	3/7/00	2,326,899	Randall-Reilly, LLC
40. PB and Design	A	TM/SM	8/7/00	11/5/02	2,645,150	Randall-Reilly, LLC
41. Pride & Polish	A	SM	3/19/90	12/3/91	1,667,220	Randall-Reilly, LLC
42. Pro Trucker	A	TM/SM	8/6/10	5/3/11	3,954,028	Randall-Reilly, LLC
43. ProPickup	A	TM	12/22/09	3/27/12	4,118,986	Randall-Reilly, LLC
44. ProPickup	A	SM	12/22/09	3/27/12	4,118,987	Randall-Reilly, LLC
45. Rags Down!	A	TM	11/6/13	7/8/14	4,563,225	Randall-Reilly, LLC
46. Randall R Reilly (Design/Stylized)	A	SM	1/27/06	1/6/09	3,559,057	Randall-Reilly, LLC
47. Randall-Reilly	A	SM	1/27/06	1/6/09	3,559,058	Randall-Reilly, LLC
48. RigDig	A	SM	5/5/11	3/20/12	4,116,250	Randall-Reilly, LLC
49. Roady the Road Builder	A	TM	6/8/07	8/4/09	3,664,179	Randall-Reilly, LLC
50. RPC Design	A	TM/SM	10/19/01	1/7/03	2,671,639	Randall-Reilly, LLC

Name/Mark	Active / Inactive	Type of Mark (Trademark / Service Mark)	Filed	Reg. Date	Reg. #	Owner
51. RPM FOR TRUCKERS Design	A	TM	8/14/95	6/4/96	1,978,560	Randall-Reilly, LLC
52. Successful Dealer	A	TM	8/24/83	11/27/84	1,306,976	Randall-Reilly, LLC
53. The Great American Trucking Show	A	SM	4/20/05	4/11/06	3,079,581	Randall-Reilly, LLC
54. The Voice of the American Trucker	A	TM	7/27/05	3/27/07	3,221,524	Randall-Reilly, LLC
55. Top Bid and Design (amended with new design)	A	TM	12/24/87	8/2/88	1,498,622	Randall-Reilly, LLC
56. Top Bid	A	TM	7/30/08	1/13/09	3,561,076	Randall-Reilly, LLC
57. Total Landscape Care	A	TM	7/17/06	9/11/07	3,292,337	Randall-Reilly, LLC
58. Truckers News	A	SM	12/1/15		(86/835,703)	Randall-Reilly, LLC
59. TruckGauge	A	SM	10/12/11	5/22/12	4,146,693	Randall-Reilly, LLC
60. Trucking's Top Rookie	A	SM	8/16/11	12/25/12	4,265,348	Randall-Reilly, LLC
61. TruckStops Express	I	SM	3/29/99	6/5/01	2,456,685	Randall-Reilly, LLC
62. TruckStops Express (and Design)	I	SM	3/29/99	9/4/01	2,484,253	Randall-Reilly, LLC
63. Voice of the American Trucker	A	TM	6/17/99	10/10/00	2,394,452	Randall-Reilly, LLC

Name/Mark	Active / Inactive	Type of Mark (Trademark / Service Mark)	Filed	Reg. Date	Reg. #	Owner
64. Wisconsin						
65. Northbrook Publishing Company	A		4/17/96		32,401,184	Randall-Reilly, LLC