

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453455

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|---|---|--------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AFN, LLC | | 11/28/2017 | Limited Liability Company: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | BMO HARRIS BANK N.A. | | |
| Street Address: | 111 West Monroe Street | | |
| Internal Address: | 5th Floor Center | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4346413 | AFN | |
| Registration Number: | 4346415 | THE BEST WAY EVERY DAY | |
| Serial Number: | 87527787 | PEOPLE-POWERED LOGISTICS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3126097777 | | |
| <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: | 312-609-7777 | | |
| Email: | acurley@vedderprice.com | | |
| Correspondent Name: | Angelique Curley | | |
| Address Line 1: | 222 N. LaSalle Street | | |
| Address Line 2: | Vedder Price | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| ATTORNEY DOCKET NUMBER: | 40870.00.0261 | | |
| NAME OF SUBMITTER: | Angelique Curley | | |
| SIGNATURE: | /Angelique Curley/ | | |
| DATE SIGNED: | 12/06/2017 | | |
| Total Attachments: 3 | | | |

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This **TRADEMARK SECURITY AGREEMENT** (this “**Trademark Agreement**”) is made as of November 28, 2017, by **AFN, LLC**, an Illinois limited liability company (“**Grantor**”), in favor of **BMO HARRIS BANK N.A.**, as the Lender (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, pursuant to that certain Credit and Security Agreement, dated November 28, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Credit Agreement**”), by and between Grantor and Grantee, the Grantor has granted to the Grantee for the benefit of the Loan Parties (as defined in the Credit Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for its benefit as Lender under the Credit Agreement, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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Signature Page to Grant of Security Interest - Trademarks

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

GRANTOR:

AFN, LLC, an Illinois limited liability company

By: 

Name: Ryan Daub

Title: Manager

SCHEDULE A

TRADEMARKS

| Trademark | Reg. Number | Application Number | Owner | Registration Date |
|--|-------------|--------------------|----------|-------------------------------------|
| AFN | 4,346,413 | 85/745,323 | AFN, LLC | June 4, 2013 |
| PEOPLE-POWERED LOGISTICS Disclaimer: "LOGISTICS" | | 87/527,787 | AFN, LLC | July 13, 2017 (Application Date) |
| THE BEST WAY EVERY DAY | 4,346,415 | 85/745,378 | AFN, LLC | June 4, 2013 |