

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIRECT CHASSISLINK, INC.		01/11/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Administrative Agent		
Street Address:	1615 Brett Road		
Internal Address:	OPS III		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3909989	DIRECT CHASSISLINK	
Registration Number:	3999028	DCLI	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE. SUITE 2000		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049646-0335		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	01/12/2018		
Total Attachments: 6			
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 11, 2018, is made by each of the entities listed on the signature pages hereof (each, a “Grantor” and collectively, the “Grantors”), in favor of Citibank, N.A. (“Citi”), as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Term Loan Agreement, dated as of January 11, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Deck Chassis Acquisition Inc., a Delaware corporation (the “Borrower Representative”), Direct ChassisLink, Inc., a Delaware corporation (the “DC Borrower” and, together with the Borrower Representative, each, a “Borrower” and collectively, the “Borrowers”), Deck Chassis Parent Inc., a Delaware corporation (“Holdings”), the other Loan Parties (as defined therein) from time to time party thereto and the Lenders (each as defined therein) from time to time party thereto, and Citi, as administrative agent (the “Administrative Agent”), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Second Lien Guaranty and Security Agreement, dated as of January 11, 2018 (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), by and among Holdings, the Borrowers and the other grantors from time to time party thereto in favor of the Administrative Agent to guarantee the Guaranteed Obligations (as defined therein) and secure the Secured Obligations; 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 Second Lien Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, except for Excluded Property, including, without limitation, those referred to on Schedule 1 hereto;

(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 Second Lien Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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 subject to a security interest hereunder, in each case, to the extent required under the Guaranty and Security Agreement.

Section 5. Release of Security Interest. This Second Lien Intellectual Property Security Agreement is subject to the release provisions in Section 8.2 of the Guaranty and Security Agreement.

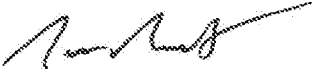
Section 6. Counterparts. This Second Lien Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING HEREUNDER OR RELATED TO THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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

DIRECT CHASSISLINK, INC.

By:  _____

Name: Lee Newitt

Title: Chief Financial Officer and Treasurer

REZ I IAS HOLDINGS, INC.

By: _____

Name:

Title:

[Signature Page to Second Lien Intellectual Property Security Agreement]

TRADEMARK

REEL: 006249 FRAME: 0108

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

DIRECT CHASSISLINK, INC.

By: _____
Name:
Title:

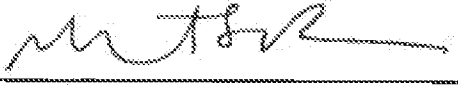
REZ 1 IAS HOLDINGS, INC.

By: Marie Colbert
Name: Marie Colbert
Title: Chief Executive Officer and President

[Signature Page to Second Lien Intellectual Property Security Agreement]

ACKNOWLEDGED AND AGREED
as of the date first above written:

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: *Matthew Burke*
Title: *Vice President*

[Signature Page to Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 006249 FRAME: 0110

SCHEDULE I
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Name of Grantor	Trademark	Issue Date	Registration No.
Direct ChassisLink, Inc.	DIRECT CHASSISLINK Standard Character Mark	January 25, 2011	3,909,989
	DCLI Standard Carrier Mark	July 19, 2011	3,999,028
REZ 1 IAS Holdings, Inc.	CHASSISMANAGER	May 21, 2013	4338417
	DISPATCHMANAGER DRAY	August 18, 2009	3668285
	DISPATCHMANAGER ENVOY	August 18, 2009	3668284
	IAS	June 11, 2002	2577932
	INTERBOX	September 18, 2001	2491165
	SLOTXCHANGE	January 15, 2002	2530986