

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bee Line Company		10/02/2018	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Signature Bank		
Street Address:	9701 W. Higgins Road		
Internal Address:	Suite 500		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4104304	TOWNSEND	
Registration Number:	4093210	BEE LINE	
Registration Number:	0780237	BEE LINE	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	ADAM K SACHAROFF		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	MUCH SHELIST, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0007000.0007		
NAME OF SUBMITTER:	ADAM K SACHAROFF		
SIGNATURE:	/adamksacharoff/		
DATE SIGNED:	10/04/2018		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT dated as of October 2, 2018 (this "*Agreement*") among Bee Line Company, an Iowa corporation (the "*Grantor*") and Signature Bank (the "*Bank*").

Reference is made to the Loan and Security Agreement dated as of October 2, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Loan and Security Agreement*"), by and among the Grantor, certain affiliates of the Grantor and the Bank. Bank has agreed to extend credit to Grantor and certain of its affiliates subject to the terms and conditions set forth in the Loan and Security Agreement. The obligations of the Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Loan and Security Agreement and is willing to execute and deliver this Agreement in order to induce the Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby assigns and pledges to the Bank and its successors and assigns and hereby grants to the Bank and its successors and assigns, a security interest in all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*");

- (a) all trademark registrations and applications set forth on Schedule I attached hereto (the "*Trademarks*");
- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

but excluding any intent-to-use trademark application prior to the filing of, and acceptance of, a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Loan and Security Agreement. The security interests granted to the Bank herein are granted in furtherance, and not in limitation of, the security interests granted to the Bank pursuant to the Loan and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the Trademark Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict

between the terms of this Agreement and the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

SECTION 4. Termination. Upon the termination of the Loan and Security Agreement, in accordance with its terms, following a written request therefor, the Bank shall execute, acknowledge, and deliver to the Grantor (at Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing Grantor to file and record) the release and/or termination of the grant and its security interest granted thereunder or under the Loan and Security Agreement in the Trademark Collateral with the United States Patent and Trademark Office.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

SECTION 6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

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IN WITNESS WHEREOF, the undersigned has signed this Trademark Security Agreement as of the day and year first above written.

BEE LINE COMPANY, an Iowa corporation


By: 

Name: MARK McLAUGHLIN

Title: SECRETARY

Signature Page to Trademark Security Agreement

SIGNATURE BANK

By: 
Name: Peter Olson
Title: SVP

SCHEDULE I

Trademarks

Serial Number	Reg. Number	Word Mark
85224828	4104304	TOWNSEND
85224845	4093210	BEE LINE
72183025	0780237	BEE LINE