

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BURRIS PHILADELPHIA, INC.		04/24/2019	Corporation: DELAWARE
BURRIS HOLDINGS, INC.		04/24/2019	Corporation: DELAWARE
TRINITY LOGISTICS, INC.		04/24/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	71 South Wacker Drive		
Internal Address:	29th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3654142	COLONY LANE	
Registration Number:	3650974	MISTY HARBOUR	
Registration Number:	4349541	COTTAGE FARMS	
Registration Number:	4342724	ST. HONORINE	
Registration Number:	2577637	AHEAD OF THE CURVE IN REFRIGERATED LOGIS	
Registration Number:	4465349	BURRIS CUSTOM	
Registration Number:	2555319	BURRIS EXPRESS	
Registration Number:	5166159	BURRIS FREIGHT MANAGEMENT	
Registration Number:	3993255	BURRIS LOGISTICS	
Registration Number:	4465348	BURRIS PRW PLUS	
Registration Number:	2581242	BURRIS REFRIGERATED LOGISTICS	
Registration Number:	4461890	TREND-SETTING LOGISTICS. DEEP-ROOTED VAL	
Serial Number:	85196377	GOLDEN SUNSHINE	
Serial Number:	88375928	VALLEY FRESH	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$365.00 3654142

Fax Number:

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: 617-248-5000**Email:** tadmin@choate.com**Correspondent Name:** Sara M, Bauer**Address Line 1:** Two International Place**Address Line 4:** Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010204-0044
NAME OF SUBMITTER:	Sara M. Bauer
SIGNATURE:	/sara bauer/
DATE SIGNED:	04/26/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of April 24, 2019, by each of the entities listed on the signature pages hereof (each, a "Grantor" and collectively, the "Grantors"), in favor of CITIZENS BANK, N.A., as administrative agent and collateral agent (the "Administrative Agent") for itself and the other lending institutions (collectively, the "Lenders") which are or may become parties to the Loan Agreement referred to below.

WITNESSETH

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, modified or supplemented from time to time, the "Loan Agreement"), by and among the Grantors, the Lenders and the Administrative Agent, the Lenders have agreed to make loans and extend certain other financial accommodations to the Borrowers; and

WHEREAS, the obligation of each of the Lenders to make such loans and extend such other financial accommodations is subject to the condition, among others, that each Grantor execute and deliver this Agreement and grant the Lien in favor of the Administrative Agent for the benefit of the Lenders as hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt payment and performance to each Agent and each Lender of the Obligations, each Grantor hereby grants to the Administrative Agent for the benefit of itself and each Lender a continuing security interest in and to all of its right, title and interest in and to the following property, whether now owned or existing or hereafter created, acquired or arising (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and, in each case, all goodwill associated therewith, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing and all applications filed in connection therewith, including, but not limited to, those referred to on Schedule I attached hereto (each, a "Trademark");

(b) all reissues, extensions or renewals of the foregoing (excluding any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under Applicable Law);

(c) all Trademark licenses for the grant by or to each Grantor of any right to use any Trademark;

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by Applicable Law;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect or otherwise recover, any such damages.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Lenders, in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Lenders, under the other Security Documents. Such other Security Documents (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. Each Grantor further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Financing Document. This Agreement is a Loan Document and a Security Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

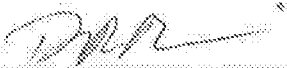
SECTION 7. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with, the law of the State of New York, without giving effect to any applicable law that would cause the application of the law of any other jurisdiction.

[Signature Pages to Follow]


IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

GRANTORS:

BURRIS PHILADELPHIA, INC., a Delaware corporation

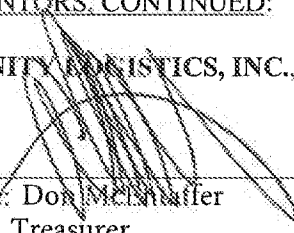
By: 
Name: Donnan R. Burris
Title: President

BURRIS HOLDINGS, INC., a Delaware corporation

By: 
Name: Donnan R. Burris
Title: President

GRANTORS CONTINUED:

TRINITY LOGISTICS, INC., a Delaware corporation

By: 
Name: Don McInnes
Title: Treasurer

Acknowledged and agreed to as of the date first above written.

ADMINISTRATIVE AGENT:

CITIZENS BANK, N.A.

By: Lori Hilker

Name: Lori Hilker

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006630 FRAME: 0573

SCHEDULE I – TRADEMARK SCHEDULE

Trade Names:

Burriss Logistics and design (f/k/a Burriss Foods, Inc. and design)
 Burriss Springfield, LLC
 Winer-Honor
 Ahead of the Curve in Refrigerated Logistics
 Glacier Refrigerated Express, Inc.
 Burriss Refrigerated Logistics
 Burriss Refrigerated Express, Inc.
 Burriss Retail Logistics
 Burriss Holdings, Inc.
 Burriss Express Company
 Burriss Cecil, Inc.
 Burriss Foods, Inc.
 Burriss Foods, Inc. and design
 Honor Foods
 Winer

Trademarks:

<u>Trademark</u>	<u>Owner</u>	<u>Reg. /App. Date</u>	<u>Status</u>	<u>Registration / Serial No.</u>	<u>Owned/Licensed</u>	<u>Jurisdiction</u>
Colony Lane and Design	Burriss Philadelphia, Inc.	July 14, 2009	Registered	3654142	Owned	U.S.
Misty Harbour and Design	Burriss Philadelphia, Inc.	July 7, 2009	Registered	3650974	Owned	U.S.
Cottage Farms	Burriss-Philadelphia, Inc.	June 11, 2013	Registered	4349541	Owned	U.S.
St. Honorine and Design	Burriss-Philadelphia, Inc.	May 28, 2013	Registered	4342724	Owned	U.S.

Golden Sunshine	Burriss Philadelphia, Inc.	July 12, 2011	Registered	85196377	Owned	U.S.
Valley Fresh and Design	Burriss Philadelphia, Inc.	April 8, 2019	Pending	88375928	Owned/Pending	U.S.
Ahead of the Curve in Refrigerated Logistics	Burriss Holdings, Inc.	June 11, 2002	Registered	2577637	Owned	U.S.
Burriss Custom and Design	Burriss Holdings, Inc.	January 14, 2014	Registered	4465349	Owned	U.S.
Burriss Express	Burriss Holdings, Inc.	April 2, 2002	Registered	2555319	Owned	U.S.
Burriss Freight Management and Design	Burriss Holdings, Inc.	March 21, 2017	Registered	5166159	Owned	U.S.
Burriss Logistics	Burriss Holdings, Inc.	July 12, 2011	Registered	3993255	Owned	U.S.
Burriss PRW Plus and Design	Burriss Holdings, Inc.	January 14, 2014	Registered	4465348	Owned	U.S.
Burriss Refrigerated Logistics	Burriss Holdings, Inc.	June 18, 2002	Registered	2581242	Owned	U.S.
Trend-Setting Logistics, Deep- Rooted Values	Burriss Holdings, Inc.	January 7, 2014	Registered	4461890	Owned	U.S.
TRINITY LOGISTICS and TRINITY LOGISTICS plus oval logo.	Trinity Logistics, Inc.		Unregistered			

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