

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEOVIA LOGISTICS IP HOLDINGS, LP (f/k/a Neovia Logistics IP Holdings, LLC)		05/08/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Aktiengesellschaft (Ag): GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4438782	NEOVIA	
Registration Number:	4554166		
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045.00058		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	05/09/2019		
Total Attachments: 5			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT is entered into as of May 8, 2019, (this “**Agreement**”), among Neovia Logistics IP Holdings, LP (the “**Grantor**”) and Deutsche Bank AG New York Branch (“**DBNY**”), in its capacity as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of May 8, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor and the other Loan Parties party thereto and the Collateral Agent. The First Lien Lenders (as defined below) have extended credit to Neovia Logistics, LP, a Delaware limited partnership (the “**Borrower**”), subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of May 8, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified, the “**First Lien Credit Agreement**”), by and among the Borrower, Neovia Logistics Intermediate Holdings, LP, a Delaware limited partnership (“**Holdings**”), Neovia Logistics UK Holdings Ltd, a private company limited by shares, incorporated and registered in England and Wales (“**Desford Topco**”), the lenders from time to time party thereto (collectively, the “**First Lien Lenders**”) and DBNY, in its capacities as an issuing bank and as administrative agent for the First Lien Lenders and collateral agent for the Secured Parties. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(d) of the Security Agreement, 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 Security Agreement. For purposes of this Agreement, “**Trademark**” means the following: (a) all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements thereof; (d) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all U.S. Trademarks, including, without limitation, those Trademark registrations and applications in the United States Patent and Trademark Office listed on Schedule I hereto; and
- B. all Proceeds of the foregoing.

Notwithstanding anything to the contrary in (A) and (B) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use”

pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any Trademark registration that issues from such intent-to-use application under applicable federal law, provided, that, to the extent such application is excluded from the Collateral, then upon the submission of evidence of use of such Trademark to, and acceptance thereof by, the U.S. Patent and Trademark Office, such Trademark application shall automatically be included in the Collateral, without further action on any party's part.

SECTION 3. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 4. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the 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 Security Agreement, the terms of the Security Agreement shall govern.

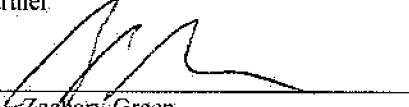
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the security interest granted to the Collateral Agent under this Agreement and the exercise of rights and remedies of the Collateral Agent hereunder and under any other Loan Document are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Security Agreement or any other Loan Document with respect to the priority of any security interest granted to the Collateral Agent or the exercise of any rights and remedies of the Collateral Agent, the terms of the Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

NEOVIA LOGISTICS IP HOLDINGS, LP (f/k/a
Neovia Logistics IP Holdings, LLC)

By: NEOVIA LOGISTICS GP, LLC, its general
partner




Name: Zachary Green
Title: Executive Vice President,
Chief Legal Officer and Secretary

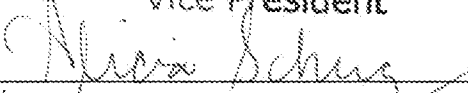
[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006642 FRAME: 0047

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 


Name: Michael Strobel
Title: Vice President

By: 

Name: Alicia Schug
Title: Vice President

SCHEDULE I

TRADEMARKS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. (APP.) NO.¹</u>	<u>REG. (APP) DATE</u>	<u>OWNER</u>
US	NEOVIA	4438782	11/26/2013	Neovia Logistics IP Holdings, LP
US		4554166	6/24/2014	Neovia Logistics IP Holdings, LP

TRADEMARK APPLICATIONS

None.

¹ The registration date is the date from which the mark is registered from and the expiration date is calculated (in some cases it may be the same as the application date, such as in Benelux, Russia, India and Indonesia).