

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Target Logistics Management, LLC		01/23/2020	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Agent		
Street Address:	60 Wall Street, 16th Floor		
Internal Address:	MS:NYC60-1630		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5878760	T TARGET HOSPITALITY	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202.370.4750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1181146		
NAME OF SUBMITTER:	Jonathan Larson		
SIGNATURE:	/Jonathan Larson/		
DATE SIGNED:	01/29/2020		
Total Attachments: 5			
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TRADEMARK

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Intellectual Property Security Agreement Supplement

(Indenture)

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this “**IP Security Agreement Supplement**”) dated as of January 23, 2020, is made by the Person listed on the signature page hereof (the “**Grantor**”) in favor of Deutsche Bank Trust Company Americas, as Collateral Agent (together with its successors in such capacities, the “**Agent**”) for the Secured Parties (as defined in the Indenture referred to below).

WHEREAS, Arrow Bidco, LLC, a Delaware limited liability company, and certain of its Subsidiaries (including the Grantors) have entered into an Indenture, dated as of March 15, 2019 (as amended, amended and restated, supplemented and otherwise modified from time to time, the “**Indenture**”), with, inter alios, Deutsche Bank Trust Company Americas, as Agent on behalf of the Secured Parties.

WHEREAS, the Grantors have entered into a Security and Pledge Agreement dated as of March 15, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) with the Agent. To create a short form version of the Security Agreement covering certain intellectual property of the Grantor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office (or any successor office or any similar office in any state or political subdivision), and other governmental authorities, the Grantor and such other persons have executed and delivered that certain Intellectual Property Security Agreement made by the Grantor and such other Persons to the Agent dated as of March 15, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, pursuant to the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Agent for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office (or any successor office or any similar office in any state or political subdivision), and other governmental authorities.

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

1. CONFIRMATION OF GRANT OF SECURITY

The Grantor hereby acknowledges and confirms the grant of a security interest to the Agent for the ratable benefit of the Secured Parties under the Security Agreement and the IP Security Agreement in and to all of the Grantor’s right, title and interest in and to the following (the “**Additional Collateral**”):

- 1.2 all registrations and applications for trademarks, service mark, service marks, certification marks, collective marks, trade dress, slogans, logos, Internet domain names, product configurations, trade names, business names, corporate names and other source identifiers, whether or not registered, whether statutory or common law, whether currently in use or not, including, without limitation, all common law rights and registrations and applications for registration thereof, and all other marks registered in the U.S. Patent and Trademark Office, or in any office or agency of

any state or territory of the United States or any foreign county (but excluding any intent-to-use trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to allege use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law), and all rights therein provided by international treaties or conventions or other applicable laws with respect to the use of any of the foregoing, all reissues, extensions, continuations and renewals and amendments of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto set forth in Schedule A hereto (the “**Trademarks**”);

- 1.4 any and all payments, damages, claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.5 to the extent not covered in Sections 1.1, 1.2, 1.3 and 1.4, all income, fees, royalties and proceeds (now or hereafter due and/or payable) of, collateral for and supporting obligations relating to, any and all of the foregoing.
- 1.6 Notwithstanding anything to the contrary contained above, the security interest created by this IP Security Agreement shall not extend to Excluded Assets.

2. SUPPLEMENT TO SECURITY AGREEMENT AND IP SECURITY AGREEMENT

Schedule 5 to the Security Agreement and Schedule B to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

3. TERMINATION

Upon a defeasance (as defined in the Indenture) or Discharge of the Indenture in accordance with the terms and conditions thereof, the pledge, assignment and security interest granted hereby shall terminate and all rights to the Collateral shall revert to the applicable Grantor.

4. RECORDATION

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks, and any other government officer, as applicable, to record this IP Security Agreement Supplement.

5. GOVERNING LAW

THIS IP SECURITY AGREEMENT SUPPLEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6. EXECUTION IN COUNTERPARTS

This IP Security Agreement Supplement may be executed by one or more of the parties to this IP Security Agreement Supplement on any number of separate counterparts (including by facsimile

or other electronic imaging means), each of which shall constitute an original, but all of which when taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this IP Security Agreement Supplement by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TARGET LOGISTICS MANAGEMENT, LLC

By:  _____

Name: Heidi D. Lewis

Title: General Counsel, Executive Vice President & Secretary


Address: 2170 Buckthorne Place, Suite 440

The Woodlands, Texas 77380

SCHEDULE A
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark Registrations and Applications

Trademark	Application No.	Registration No.	Owner
 TARGET HOSPITALITY	88340939	5878760	Target Logistics Management, LLC