

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM565155

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GCT Global Container Terminals Inc.		02/28/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Mellon, as Collateral Agent		
<b>Street Address:</b>	101 Barclay St - 7 West		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10286		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4982777	WHERE TOMORROW ARRIVES TODAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	202.370.4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1194969		
<b>NAME OF SUBMITTER:</b>	Christian Craft		
<b>SIGNATURE:</b>	/Christian Craft/		
<b>DATE SIGNED:</b>	03/04/2020		
<b>Total Attachments: 5</b>			
source=GCT Trademark Security Agreement [Executed]#page2.tif			
source=GCT Trademark Security Agreement [Executed]#page3.tif			
source=GCT Trademark Security Agreement [Executed]#page4.tif			

OP \$40.00 4982777

source=GCT Trademark Security Agreement [Executed]#page5.tif

source=GCT Trademark Security Agreement [Executed]#page6.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2020, (the “*Trademark Security Agreement*”), made by GCT Global Container Terminals Inc., a corporation amalgamated under the laws of the Province of British Columbia (herein referred to as the “*Grantor*”) in favor of The Bank of New York Mellon, as Collateral Agent (the “*Collateral Agent*”) for the Secured Parties (in such capacity, together with its successors in such capacity, the “*Grantee*”) on behalf of and acting for the Secured Parties under that certain Collateral Agreement dated as of December 12, 2013 among GCT USA LP, a limited partnership organized under the laws of the State of Delaware (as successor to Consolidated Terminals LLC, a limited liability company organized under the laws of the State of New York), GCT Global Container Terminals Inc., a corporation formed by an amalgamation under the laws of the Province of British Columbia (as successor to TSI Terminal Systems Inc., a company amalgamated under the laws of the Province of British Columbia and GCT Global Container Terminals Inc., a corporation incorporated under the laws of the Province of Ontario), certain subsidiaries of the foregoing from time to time and the Collateral Agent (as supplemented by (i) Supplement No. 1 thereto, dated as of September 30, 2014, and (ii) Supplement No. 2 thereto, dated as of March 3, 2015, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”).

WHEREAS, Grantor is an owner of the Trademark Collateral (as defined below) and wishes to grant a security interest therein to Grantee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”):

- (i) each U.S. and each Canadian Trademark registered or applied for registration with the U.S. Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable, listed on Schedule 1 hereto;
  - (ii) the goodwill of the business symbolized thereby or associated with each of them;
  - (iii) all renewals of any of the foregoing;
  - (iv) all claims for, and rights to sue for, infringements of any of the foregoing;
- and
- (v) all income, royalties, damages and payments now or hereafter due or payable to the Grantor with respect to any of the foregoing, including damages and payments for infringements thereof.

Notwithstanding anything to the contrary contained in this Trademark Security Agreement, the security interest created by this Trademark Security Agreement shall not extend to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051 (each, an “*ITU Application*”), prior to the filing and acceptance 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 registration that issues from such intent-to-use application under applicable federal law.

Acknowledgement. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of the Collateral Agreement and this Trademark Security Agreement, the terms of the Collateral Agreement shall govern and control, except that the terms of this Trademark Security Agreement shall control with respect to any ITU Application.


Definitions. Unless otherwise defined herein, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

**APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by the different parties hereto on separate 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 to this Trademark Security Agreement, or of any amendment or waiver of any provision of this Trademark Security Agreement, by facsimile or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 28th day of February, 2020.

GCT GLOBAL CONTAINER TERMINALS INC.

By:   
Name: Todd Croll  
Title: General Counsel & Corporate Secretary

Acknowledged:

The Bank of New York Mellon,  
as Collateral Agent,

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 28 day of February 2020.

GCT GLOBAL CONTAINER TERMINALS INC.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

The Bank of New York Mellon,  
as Collateral Agent,

By: Joellen F. McNamara  
Name:  
Title:

Joellen F. McNamara  
Vice President

By: Timothy E. Burke  
Name:  
Title: Timothy E. Burke  
Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006881 FRAME: 0723**

**GCT GLOBAL CONTAINER TERMINALS  
INC.**

**U.S. TRADEMARKS**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
WHERE TOMORROW ARRIVES TODAY	4,982,777	June 21, 2016

**TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>
N/A	N/A	N/A

**CANADIAN TRADEMARKS**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
WHERE TOMORROW ARRIVES TODAY	TMA980786	Sept. 18, 2017

**TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>
N/A	N/A	N/A