

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMITH TRANSPORT, INC.		06/26/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., as Administrative Agent		
Street Address:	28 State Street, 15th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2385243	DEDICATED TO EXCELLENCE	
Registration Number:	2468874	SMITH TRANSPORT	
Registration Number:	2489925	SMITH S TRANSPORT	
CORRESPONDENCE DATA			
Fax Number:	7037125197		
<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:	703-712-5337		
Email:	jhowell2@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis, McGuireWoods LLP		
Address Line 1:	1750 Tysons Boulevard		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	2063928-0063		
NAME OF SUBMITTER:	Emily S. Voorheis		
SIGNATURE:	/Emily S. Voorheis/		
DATE SIGNED:	06/30/2020		
Total Attachments: 8			
source=Active_132451618_1_06. Citizens Bank _ Smith Transport - Trademark and Security Agreement executed (004)#page1.tif			

OP \$90.00 2385243

source=Active_132451618_1_06. Citizens Bank _ Smith Transport - Trademark and Security Agreement executed (004)#page2.tif
source=Active_132451618_1_06. Citizens Bank _ Smith Transport - Trademark and Security Agreement executed (004)#page3.tif
source=Active_132451618_1_06. Citizens Bank _ Smith Transport - Trademark and Security Agreement executed (004)#page4.tif
source=Active_132451618_1_06. Citizens Bank _ Smith Transport - Trademark and Security Agreement executed (004)#page5.tif
source=Active_132451618_1_06. Citizens Bank _ Smith Transport - Trademark and Security Agreement executed (004)#page6.tif
source=Active_132451618_1_06. Citizens Bank _ Smith Transport - Trademark and Security Agreement executed (004)#page7.tif
source=Active_132451618_1_06. Citizens Bank _ Smith Transport - Trademark and Security Agreement executed (004)#page8.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2020 (as amended, restated, supplemented or otherwise modified, this “Agreement”), among SMITH TRANSPORT, INC., a Pennsylvania corporation (the “Borrower”), each Subsidiary party hereto as of the date hereof (collectively, the “Subsidiaries” and together with the Borrower, the “Grantors”) and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of June 26, 2020 among the Borrower, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and (b) the Pledge and Security Agreement, dated as of June 26, 2020, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

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

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor’s right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL’s), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the “Trademarks”),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.


5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York pursuant to § 5-1401 of the New York General Obligations Law.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

BORROWER:

SMITH TRANSPORT, INC.


By: 
Name: John T. Popies
Title: CFO

GUARANTORS:

SMITH TRUCKING, INC.

By: 
Name: John T. Popies
Title: CFO


FRANKLIN LOGISTICS, INC.

By: 
Name: John T. Popies
Title: secretary

SMITH ENTERPRISES HOLDINGS, LLC

By: 
Name: John T. Popies
Title: CFO

SMITH WELL SERVICES, LLC

By: 
Name: John T. Popies
Title: secretary

CITIZENS BANK, N.A., as Administrative Agent

By: _____
Name: Lori C. Hilker
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

BORROWER:

SMITH TRANSPORT, INC.

By: _____
Name:
Title:

GUARANTORS:

SMITH TRUCKING, INC.

By: _____
Name:
Title:

FRANKLIN LOGISTICS, INC.

By: _____
Name:
Title:

SMITH ENTERPRISES, LLC

By: _____
Name:
Title:

SMITH WELL SERVICES, LLC

By: _____
Name:
Title:

CITIZENS BANK, N.A., as Administrative Agent

By: Jon C. Hilker
Name: Lori C. Hilker
Title: Senior Vice President

[Signature page to Trademark Security Agreement]

SCHEDULE I
TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
See Attached				

Trademark List (by Client)

Wednesday, April 1, 2020
 Page 1 of 3

Trademark Name	Country	SubCase	Case Type	Mark Type	Attorneys
Status	Application Number	Publication Number	Registration Number	Owner Name	
Status Date	Filing Date	Publication Date	Registration Date	Client Reference	
Next Renewal	Agent and Reference				

EMPOWERING TOMORROW'S EXCELLENCE TODAY
SMITH-17 US PRI AGT
 United 26-Mar-2019
 Goods: Designated Countries: Smith Transport, Inc.

SMITH EAGLE LOGISTICS
SMITH-18 US PRI Service Mark
 Allowed 28-Mar-2019
 Goods: 08-Apr-2019 08-Aug-2019
 Classes(es): 35 Int. Transportation logistics services, namely, planning and scheduling shipments for users of transportation services.
 Designated Countries:

DEDICATED TO EXCELLENCE
SMITH-2 US ORD AGT
 Registered 26-Mar-2019 03-Jun-1999 20-Jun-2000 12-Sep-2000
 Goods: 12-Sep-2020 39 Int. Freight transportation services by truck and trailer by land.
 Designated Countries:

AGT
 Todd Smith
 Service Mark
 2,385,243
 Smith Transport, Inc.
 SMITH-35791

Trademark List (by Client)

Wednesday, April 1, 2020

Page 2 of 3

Trademark Name

Case Number	Country	SubCase	Case Type	Mark Type	Attorneys
Status	Application Number	Publication Number	Registration Number	Owner Name	
Status Date	Filing Date	Publication Date	Registration Date	Client Reference	
Next Renewal				Agent and Reference	

SMITH TRANSPORT

SMITH-3	US		ORD	Service Mark	AGT
Registered	75/719,367			2,483,674	Smith Transport, Inc.
28-Mar-2019	02-Jun-1999	24-Apr-2001		17-Jul-2001	
17-Jul-2021					SMITH-36782

Class(es): 39 Int.

Goods: 39 Int. FREIGHT GROUND TRANSPORTATION SERVICES BY TRUCK AND TRAILER

Designated Countries:

SMITH TRANSPORT & DESIGN (SM-golden)

SMITH-4	US		ORD	Service Mark	AGT
Registered	75/719,370			2,483,925	Smith Transport, Inc.
28-Mar-2019	02-Jun-1999	26-Jun-2001		19-Sep-2001	
18-Sep-2021					SMITH-36783

Class(es): 39 Int.

Goods: 39 Int. FREIGHT GROUND TRANSPORTATION SERVICES BY TRUCK AND TRAILER

Designated Countries:

SMITH EAGLE LOGISTICS & Design

SMITH-8	US	A	FRI	Service Mark	AGT
To Drop	88/375,958				Todd Smith
01-Oct-2019	08-Apr-2019	06-Aug-2019			
					SMITH-40486

Class(es): 35 Int.

Goods: 35 Int. Transportation logistics services, namely, planning and scheduling shipments for users of transportation services.

Designated Countries:

Selection Criteria

Wednesday, April 1, 2020

Record Count: 6

Sort:

by Client

Include:

Goods

Designated Countries

Selection Criteria

Actions:

Name

Filing:

Smith Transport, Inc.

Client:

Agent:

Area:

Attorney:

Trademark:

Mark Type:

Owner:

Country:

Active

Status:

Status Codes:

Case Type:

More ...

Trademark:

Client:

Agent:

Attorney:

Owner: