

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM616031

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lineage Logistics Holdings, LLC		12/22/2020	Limited Liability Company: DELAWARE
Lineage Logistics, LLC		12/22/2020	Limited Liability Company: DELAWARE
Millard Refrigerated Services, LLC		12/22/2020	Limited Liability Company: DELAWARE
Preferred Freezer Services, LLC		12/22/2020	Limited Liability Company: DELAWARE
Seafreeze Acquisition, LLC		12/22/2020	Limited Liability Company: DELAWARE
SCS LL, LLC		12/22/2020	Limited Liability Company: DELAWARE
Henningsen Cold Storage Co.		12/22/2020	Corporation: OREGON

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	10 S. Dearborn, Floor L2, IL1-1145
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4265685	LINEAGE
<b>Registration Number:</b>	5484112	LINEAGE
<b>Registration Number:</b>	4265684	LINEAGE
<b>Registration Number:</b>	5484111	LINEAGE
<b>Registration Number:</b>	5489948	
<b>Registration Number:</b>	5845531	LINEAGE LINK
<b>Registration Number:</b>	5838704	LINEAGE LINK
<b>Registration Number:</b>	5845530	LINEAGE LINK
<b>Registration Number:</b>	5838705	LINEAGE LINK

CH \$465.00 4265685

Property Type	Number	Word Mark
Registration Number:	5845529	
Registration Number:	5838706	
Registration Number:	4601007	M
Registration Number:	4178233	MILLARD MARITIME
Registration Number:	2621027	HENNINGSEN COLD STORAGE CO.
Registration Number:	2736298	PREFERRED FREEZER SERVICES
Registration Number:	4155310	WE GET IT DONE
Registration Number:	2399350	SEAFREEZE
Registration Number:	2136568	SCS

**CORRESPONDENCE DATA**

**Fax Number:** 6179518736

*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:** 6173417729

**Email:** katarzyna.gaysunas@morganlewis.com

**Correspondent Name:** Katarzyna Gaysunas

**Address Line 1:** 1 Federal St

**Address Line 2:** c/o Morgan, Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110-1726

<b>NAME OF SUBMITTER:</b>	Katarzyna Gaysunas
<b>SIGNATURE:</b>	/Katarzyna Gaysunas/
<b>DATE SIGNED:</b>	12/22/2020

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT dated as of December 22, 2020 (this “*Agreement*”), among the grantors listed on the signature pages hereof (collectively, the “*Grantors*” and each individually a “*Grantor*”) and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the “*Administrative Agent*”).

Reference is made to (a) the Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among Lineage Logistics, LLC, a Delaware limited liability company (“*Borrower Representative*”), and the other entities party thereto as borrowers (collectively, the “*Borrowers*”), Lineage Logistics Holdings, LLC, a Delaware limited liability company (“*Holdings*”), the Lenders from time to time party thereto and the Administrative Agent, and (b) the U.S. Guarantee and Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among Borrower Representative, Holdings, the Subsidiaries of Holdings from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is a party to the Guarantee and Collateral Agreement and will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, 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 Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(a) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants, assigns and pledges to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest of such Grantor in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, 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 (including to the fullest extent arising under any Requirement of Law), 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 (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all

extensions or renewals thereof, including those listed on Schedule I attached hereto (the “*Trademarks*”); and

(b) all goodwill associated with or symbolized by the Trademarks;

but excluding in all cases any trademark or servicemark applications that have been filed with the United States Patent and Trademark Office on the basis of an “intent-to-use” with respect to such marks, unless and until a statement of use or amendment to allege use is filed or any other filing is made or circumstances otherwise change so that the interests of such Grantor in such marks is no longer on an “intent-to-use” basis, at which time such marks shall automatically and without further action by the parties be subject to the security interests and liens granted hereby.

SECTION 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 Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference *mutatis mutandis* as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern. This Agreement is a Loan Document.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. As used herein, “electronic signatures” mean any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

SECTION 5. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

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

**GRANTORS:**

**LINEAGE LOGISTICS HOLDINGS, LLC,  
LINEAGE LOGISTICS, LLC  
MILLARD REFRIGERATED SERVICES, LLC  
PREFERRED FREEZER SERVICES, LLC,  
SEAFREEZE ACQUISITION, LLC  
SCS LL, LLC**  
each a Delaware limited liability company

By:   
Name: Michelle Domas  
Title: Treasurer

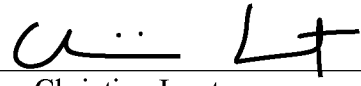
**HENNINGSEN COLD STORAGE CO.,**  
an Oregon corporation

By:   
Name: Michelle Domas  
Title: Treasurer

[Signature page to Trademark Security Agreement]

**ADMINISTRATIVE AGENT:**

**JPMORGAN CHASE BANK, N.A.**

By: \_\_\_\_\_

Name: Christian Lunt

Title: Executive Director




[Signature page to Trademark Security Agreement]



**TRADEMARK**  
**REEL: 007142 FRAME: 0830**

Schedule I

**United States Trademark Applications & Registrations**

*United States Registered Trademarks*

<u>Registered Owner/Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
Lineage Logistics Holdings, LLC	LINEAGE	USA	4265685	25-DEC-2012
Lineage Logistics Holdings, LLC	LINEAGE	USA	5484112	05-JUNE-2018
Lineage Logistics Holdings, LLC	 Lineage	USA	4265684	25-DEC-2012
Lineage Logistics Holdings, LLC	 Lineage	USA	5484111	05-JUNE-2018
Lineage Logistics Holdings, LLC		USA	5489948	12-JUNE-2018
Lineage Logistics Holdings, LLC	LINEAGE LINK	USA	5845531	20-AUG-2019
Lineage Logistics Holdings, LLC	LINEAGE LINK	USA	5838704	27-AUG-2019
Lineage Logistics Holdings, LLC	 LINEAGE LINK	USA	5845530	27-AUG-2019
Lineage Logistics Holdings, LLC	 LINEAGE LINK	USA	5838705	20-AUG-2019
Lineage Logistics Holdings, LLC		USA	5845529	27-AUG-2019
Lineage Logistics Holdings, LLC		USA	5838706	20-AUG-2019

<u>Registered Owner/Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
MILLARD HOLDINGS, INC.	M 	USA	4601007	09-SEPT-2014
MILLARD HOLDINGS, INC.	MILLARD MARITIME  MILLARD MARITIME	USA	4178233	24-JULY-2012
HENNINGSSEN COLD STORAGE CO.	HENNINGSSEN COLD STORAGE CO.	USA	2621027	17-SEPT-2002
PREFERRED FREEZER SERVICES, LLC		USA	2736298	15-JULY-2003
PREFERRED FREEZER SERVICES, LLC	WE GET IT DONE	USA	4155310	05-JUNE-2012
Seafreeze Acquisition, LLC	SEAFREEZE	USA	2399350	31-OCT-2000
SCS LL, LLC	SCS	USA	2136568	17-FEB-1998

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