

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omni Logistics, LLC		12/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6123145	O	
Registration Number:	2787016	JSI	
Registration Number:	4530215	JSI LOGISTICS	
Registration Number:	4096408	JSI	
Registration Number:	2820214	JSI	
Registration Number:	2787015	JSI SHIPPING	
Registration Number:	4022127	MACH 1 TRADE SERVICES, LLC	
Serial Number:	88688787	OMNI LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057121-0568		
NAME OF SUBMITTER:	Anna T Kwan		

OP \$215.00 6123145

SIGNATURE:	/atk/
DATE SIGNED:	01/14/2021
Total Attachments: 7 source=Omni - First Lien IP Security Agreement (FINAL)#page1.tif source=Omni - First Lien IP Security Agreement (FINAL)#page2.tif source=Omni - First Lien IP Security Agreement (FINAL)#page3.tif source=Omni - First Lien IP Security Agreement (FINAL)#page4.tif source=Omni - First Lien IP Security Agreement (FINAL)#page5.tif source=Omni - First Lien IP Security Agreement (FINAL)#page6.tif source=Omni - First Lien IP Security Agreement (FINAL)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), dated as of December 30, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Antares Capital LP (“**Antares**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Omni Parent, LLC, a Delaware limited liability company (“**Holdings**”), Omni Intermediate Holdings, LLC, a Delaware limited liability company (the “**Borrower**”), each lender from time to time party hereto (collectively, the “**Lenders**” and individually, a “**Lender**”), and Antares, as administrative agent for the Lenders and as Collateral Agent, entered into that certain Senior Secured First Lien Credit Agreement, dated as of December 30, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement, dated as of December 30, 2020, made by the Persons listed on the signature pages thereof (collectively, the “**Grantors**”) to the Collateral Agent for the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “**Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) the copyright registrations and applications set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

OMNI LOGISTICS, LLC

By

Name: Randal S. Dumas

Title: Authorized Officer

BIGGER, FARTHER, FASTER, LLC

By

Name: Randal S. Dumas

Title: Chief Financial Officer

Signature Page to First Lien Intellectual Property Security Agreement

TRADEMARK
REEL: 007162 FRAME: 0712

SCHEDULE A

United States Patents

None.

SCHEDULE B

United States Trademarks

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
O Logo 	United States	6,123,145	8/11/2020	Omni Logistics, LLC
	United States	2,787,016	11/25/2003	Omni Logistics, LLC
JSI LOGISTICS (word mark)	United States	4,530,215	5/13/2014	Omni Logistics, LLC
JSI (word mark)	United States	4,096,408	2/7/2012	Omni Logistics, LLC
JSI Truck Design (logo) 	United States	2,820,214	3/2/2004	Omni Logistics, LLC
JSI SHIPPING (word mark)	United States	2,787,015	11/25/2003	Omni Logistics, LLC
MACH 1 TRADE SERVICES, LLC	United States	4,022,127	9/6/2011	Omni Logistics, LLC
RAMP LOGISTICS	United States	4,704,913	3/17/2015	Bigger, Farther, Faster, LLC

2. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Owner</u>
OMNI LOGISTICS	United States	88/688,787	11/12/2019	Omni Logistics, LLC

SCHEDULE C

United States Copyrights

None.