

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Assignment and Assumption		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		07/08/2019	Aktiengesellschaft (Ag): GERMANY
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4438782	NEOVIA	
Registration Number:	4554166		
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	67381-00001		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	10/31/2022		
Total Attachments: 7			
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Trademark Security Agreement Assignment and Assumption

This TRADEMARK SECURITY AGREEMENT ASSIGNMENT AND ASSUMPTION (this "Assignment and Assumption"), dated as of July 8, 2019 (the "Effective Date"), is made by Deutsche Bank AG New York Branch, as resigning Administrative Agent, as assignor ("Assignor"), and Wilmington Trust, National Association, as successor Administrative Agent, as assignee ("Assignee").

WHEREAS, reference is made to (i) that certain First Lien Credit Agreement, dated as of May 8, 2019 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among Neovia Logistics, LP (the "Borrower"), the other Loan Parties, the banks, financial institutions and other Persons from time to time party thereto (the "Lenders") and Deutsche Bank AG New York Branch ("DBNY"), as Administrative Agent (in such capacity, "Administrative Agent") and (ii) that certain First Lien Pledge and Security Agreement, dated as of May 8, 2019 (the "Security Agreement"), by and among each of the grantors party thereto and DBNY, as collateral agent; capitalized terms not defined herein shall have the meanings assigned to them in the Security Agreement;

WHEREAS, reference is also made to that certain First Lien Trademark Security Agreement, dated as of May 8, 2019, between the Borrower and DBNY, as Administrative Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Borrower granted the Administrative Agent, for the benefit of the Secured Parties, a security interest in and to all of the Borrower's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademarks and Trademark Licenses listed on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 9, 2019 on Reel 006642/Frame 0043;

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of July 8, 2019 (the "Successor Agent Agreement"), among Assignor, Assignee and the Borrower and acknowledged by Neovia Logistics UK Holdings Ltd and the other Loan Parties, Assignor has resigned as administrative agent under the Credit Agreement and Loan Documents (as defined in the Credit Agreement) and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent under the Credit Agreement and the other Loan documents; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment and Assumption to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Assignor hereby irrevocably, absolutely and unconditionally assigns, transfers, grants, conveys and delegates to Assignee without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Successor Agent Agreement, all of its right, title and interest in and to the Security Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee hereby accepts and assumes from Assignor all of such right, title, interest, security interests and liens, each as of the Effective Date.

2. The Borrower hereby (i) acknowledges the assignment to Assignee of Assignor's security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, subject to the terms and conditions set forth in the Credit Agreement and the other Loan Documents and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, 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.

3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recording by Assignee pursuant to the Security Agreement and the Trademark Security Agreement with the United States Patent and Trademark Office. The parties hereby authorize and request the Commissioner of Trademarks to record this Assignment and Assumption in the Patent and Trademark Office with respect to the Trademark Collateral.

4. From and after the Effective Date and as further set forth in the Successor Agent Agreement, (a) Assignee shall be a party to the Credit Agreement, the Security Agreement and the Trademark Security Agreement and, to the extent provided in this Assignment and Assumption, have the rights and obligations of the Administrative Agent thereunder and shall be bound by the provisions thereof and (b) Assignor shall, to the extent provided in this Assignment and Assumption and the Successor Agent Agreement, relinquish its rights and be released from its obligations under the Credit Agreement, the Security Agreement and the Trademark Security Agreement.

5. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Successor Agent Agreement, which is hereby incorporated by reference herein. The provisions of the Successor Agent Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Assignee with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and the Trademark Security Agreement, and nothing in this Assignment and Assumption shall be deemed to limit such rights and remedies.

6. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

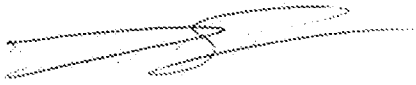
7. This Assignment and Assumption may be executed by one or more of the parties to this Assignment and Assumption on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The parties hereto may provide signatures to this Assignment and Assumption

by facsimile or electronic mail (including, without limitation, in “.pdf” or “.tif” format), and such facsimile or electronic mail signatures shall be deemed to be the same as original signatures.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers as of the date above first written.

ASSIGNOR:
DEUTSCHE BANK AG NEW YORK BRANCH,
as resigning Administrative Agent

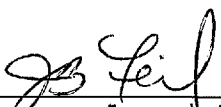


By: _____
Name: Michael Strobel
Title: Vice President

By:  _____
Name: Marguerite Sutton
Title: Vice President

ASSIGNEE:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as successor Administrative
Agent


By: 
Name: Joseph B. Feil
Title: Vice President

ACKNOWLEDGED AND AGREED:

NEOVIA LOGISTICS IP HOLDINGS, LP

By: NEOVIA LOGISTICS GP, LLC, its general partner

By: _____


Name: Zachary Green


Title: Executive Vice President,
Chief Legal Officer and Secretary

[Signature Page to Neovia Logistics, LP – Trademark Security Agreement Assignment and Assumption]

TRADEMARK
REEL: 007871 FRAME: 0659

**SCHEDULE I
TRADEMARK SECURITY AGREEMENT ASSIGNMENT AND ASSUMPTION**

TRADEMARKS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. (APP.) NO.¹</u>	<u>REG. (APP) DATE</u>	<u>OWNER</u>
US	NEOVIA	4438782	11/26/2013	Neovia Logistics IP Holdings, LP
US		4554166	6/24/2014	Neovia Logistics IP Holdings, LP

TRADEMARK APPLICATIONS

None.

¹ The registration date is the date from which the mark is registered from and the expiration date is calculated (in some cases it may be the same as the application date, such as in Benelux, Russia, India and Indonesia).