

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commercial Trailer Leasing, LLC		09/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	CIB DMO WLO, Mail Code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5738016	CTL COMMERCIAL TRAILER LEASING, INC.	
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:	43597-00183		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	09/28/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of September 28, 2023 is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of JPMORGAN CHASE BANK, N.A., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Star Leasing Intermediate, LLC, a Delaware limited liability company ("*Holdings*"), and Star Leasing Company, LLC, an Ohio limited liability company (the "*Company*"), are party to the Credit Agreement dated as of March 22, 2021, with JPMorgan Chase Bank, N.A., as Collateral Agent, Aldebaran Equipment, LLC, a Delaware limited liability company, and the Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "*Credit Agreement*");

WHEREAS, as a condition precedent to the entering of the Fifth Amendment to the Credit Agreement dated on or about the date hereof, Commercial Leasing Trailer Leasing, LLC, as a grantor, has entered into that certain Security Agreement Supplement dated on or about the date hereof and become a grantor under that certain Security Agreement dated as of March 22, 2021 made by the Borrower, the other grantors party thereto from time to time and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"; capitalized terms used but not defined herein shall have the meanings ascribed therein);

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 USPTO.

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. As security for the due and prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) by each Grantor of all of its present and future Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in or to any and all of the following properties and assets of such Grantor and all powers and rights of such Grantor in all of the following (including the power to transfer rights in the following), whether now owned or existing or at any time hereafter acquired or arising, regardless of where located (the "*IP Collateral*"): the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and, to the extent agreed upon and applicable, any other applicable government office, record this IP Security Agreement.

SECTION 3. 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 4. 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 IP 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 between this IP Security Agreement and the Security Agreement, the Security Agreement shall govern and control

SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

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

GRANTORS:

COMMERCIAL TRAILER LEASING, LLC,
as Grantor

By: _____
DocuSigned by:
Rob Swan
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Name: Robert D. Swan
Title: Chief Financial Officer

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

By: Cristina Caviness
Name: Cristina Caviness
Title: Executive Director

SCHEDULE A

PATENTS

SCHEDULE A

Trademarks

Trademark	Serial Number	Registration Number	Country	File Date	Registration Date	Owner
CTL COMMERCIAL TRAILER LEASING, INC.	87924312	5738016	USA	5/16/2018	4/30/2019	COMMERCIAL TRAILER LEASING, LLC

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SCHEDULE A

Copyrights