

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coyote Logistics, LLC		07/26/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC, as Agent		
Street Address:	1100 Abernathy Road, Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3827238	BAZOOKA	
Registration Number:	3827239	BAZOOKA	
Registration Number:	3837007	BAZOOKAWEB	
Registration Number:	4221250	COYOTE	
Registration Number:	4139563	COYOTEWEB	
Registration Number:	4221248		
Registration Number:	4275505	NO EXCUSES	
Registration Number:	3780860	RUN WITH THE BEST	
Registration Number:	3730265	YOUR SUPPLY CHAIN EXECUTION EXPERTS	
CORRESPONDENCE DATA			
Fax Number:	2136270705		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213.683.5698		

CH \$240.00 3827238

Email: MinetteTayco@paulhastings.com
Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP
Address Line 1: 515 S. Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	COYOTE(90440.2):TRADEMARK
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	07/31/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of July 26, 2013 (this “Trademark Security Agreement”), is made by each Grantor that is a signatory hereto, in favor of Wells Fargo Capital Finance, LLC, in its capacity as collateral agent for the secured parties (in such capacity, the “Agent”) pursuant to that certain Amended and Restated Credit Agreement, dated as of July 26, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Coyote Logistics Midco, Inc., a Delaware corporation (“Holdings”), Coyote Logistics, LLC, a Delaware limited liability company (the “Company”), each subsidiary of the Company from time to time party thereto, the Lenders party thereto and the Agent.

WITNESSETH:

WHEREAS, the Grantors are party to an Amended and Restated Security and Pledge Agreement of even date with the Credit Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. In order to secure the prompt and complete payment and performance of all Secured Obligations, each Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor, in each case excluding any Excluded Asset (collectively, the “Trademark Collateral”):

- (a) all Trademarks of such Grantor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached 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);
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms

and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations that, pursuant to the provisions of the Credit Agreement and the other Loan Documents, survive the termination thereof), the security interest granted therein and the security interest granted herein shall automatically terminate and be deemed automatically released, and upon written request of the Company, the Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Any signatures delivered by a party by facsimile or other electronic form of transmission shall be deemed an original signature hereto.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has and the Agent has executed this Trademark Security Agreement as of the date first set forth above.

COYOTE LOGISTICS, LLC

By: 
Name: Jonathan Sisler
Title: Chief Financial Officer

WELLS FARGO CAPITAL FINANCE, LLC

By: _____
Name:
Title:

[Signature Page to the Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has and the Agent has executed this Trademark Security Agreement as of the date first set forth above.

COYOTE LOGISTICS, LLC

By: _____
Name: Jonathan Sisler
Title: Chief Financial Officer



WELLS FARGO CAPITAL FINANCE, LLC

By:  _____
Name: Stefana Kornicer
Title: Assistant Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

TRADEMARK & DESIGN	REG. NUMBER	REG. DATE	OWNER
BAZOOKA	3827238	August 3, 2010	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647
BAZOOKA 	3827239	August 3, 2010	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647
BAZOOKAWEB	3837007	August 24, 2010	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647
COYOTE	4221250	October 9, 2012	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647
COYOTEWEB	4139563	May 8, 2012	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647
Design Only 	4221248	October 9, 2012	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647
NO EXCUSES	4275505	January 15, 2013	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647

TRADEMARK & DESIGN	REG. NUMBER	REG. DATE	OWNER
RUN WITH THE BEST	3780860	April 27, 2010	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647
YOUR SUPPLY CHAIN EXECUTION EXPERTS	3730265	December 22, 2009	Coyote Logistics, LLC Delaware Limited Liability Co. 2545 W Diversey Avenue Chicago, Illinois 60647

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RECORDED: 07/31/2013

**TRADEMARK
REEL: 005082 FRAME: 0679**