

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336258

| | | | |
|---|--|-------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Coyote Logistics, LLC | | 03/26/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Goldman Sachs Bank USA | | |
| Street Address: | 200 West Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10282 | | |
| Entity Type: | Bank: 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: | 2123037064 | | |
| <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: | 212.318.6824 | | |
| Email: | christinedionne@paulhastings.com | | |
| Correspondent Name: | Christine Dionne c/o Paul Hastings LLP | | |
| Address Line 1: | 75 East 55th Street | | |
| Address Line 4: | New York, NEW YORK 10022 | | |

CH \$240.00 3827238

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 90440.00002 (TERM) |
| NAME OF SUBMITTER: | Christine Dionne |
| SIGNATURE: | /Christine Dionne/ |
| DATE SIGNED: | 03/26/2015 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 26, 2015 (this “Agreement”), among Coyote Logistics, LLC (the “Grantor”) and Goldman Sachs Bank USA, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of March 26, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among COYOTE LOGISTICS, LLC, as Borrower, COYOTE LOGISTICS MIDCO, INC., as Holdings, the other parties from time to time party hereto and GOLDMAN SACHS BANK USA, as Administrative Agent and (b) the Collateral Agreement dated of March 26, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Borrower, the other Grantors from time to time party thereto, Holdings and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the 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, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between

the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

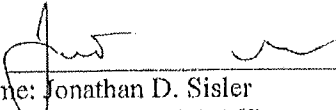
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

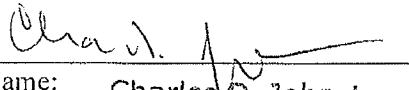
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COYOTE LOGISTICS, LLC, as Grantor

By: 
Name: Jonathan D. Sisler
Title: Chief Financial Officer

Goldman Sachs Bank USA, as Collateral Agent

By: 
Name: Charles D. Johnston
Title: Authorized Signatory



Signature Page to
Term Trademark Security Agreement

TRADEMARK
REEL: 005485 FRAME: 0891

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 |