

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431611

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|-----------------------------------|---|--------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Randall-Reilly, LLC | | 06/02/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as Administrative Agent | | |
| Street Address: | 500 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 63 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2996134 | AGGREGATES MANAGER | |
| Registration Number: | 4002199 | AGGREGATES MANAGER | |
| Registration Number: | 3899572 | BESTDRIVERJOBS | |
| Registration Number: | 3866192 | BESTDRIVERJOBS | |
| Registration Number: | 5063626 | BESTDRIVERJOBS | |
| Registration Number: | 1136772 | BETTER ROADS | |
| Serial Number: | 87043310 | BETTER ROADS | |
| Registration Number: | 4071903 | BIDSCOUT | |
| Registration Number: | 2650873 | BIG RIG OWNER | |
| Registration Number: | 4169273 | BIG RIG RUN | |
| Registration Number: | 3274108 | CAREERS IN GEAR | |
| Registration Number: | 3223948 | CCJ | |
| Serial Number: | 86967395 | CCJ COMMERCIAL CARRIER JOURNAL | |
| Registration Number: | 3231142 | CHANGING LANES | |
| Registration Number: | 1844410 | COMMERCIAL CARRIER JOURNAL | |
| Registration Number: | 1271293 | COMMERCIAL CARRIER JOURNAL | |
| Registration Number: | 3224194 | COMMERCIAL CARRIER UNIVERSITY | |
| Registration Number: | 2896485 | COMPANY DRIVER | |
| Registration Number: | 3207354 | DRIVING FORCE | |
| TRADEMARK | | | |

OP \$1590.00 2996134

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------------------|
| Registration Number: | 4462186 | EDA |
| Registration Number: | 1588818 | EQUIPMENT WORLD |
| Serial Number: | 87043330 | EQUIPMENT WORLD |
| Registration Number: | 2586735 | ETRUCKER |
| Registration Number: | 3707332 | ETRUCKER |
| Registration Number: | 2471597 | EVERYTHING TRUCKING |
| Registration Number: | 4056928 | FIT FOR THE ROAD |
| Registration Number: | 5034785 | JIGGYJOBS |
| Registration Number: | 5034786 | JIGGYJOBS.COM |
| Registration Number: | 3699738 | JJ JIGGYJOBS.COM |
| Registration Number: | 2167607 | MODERN WOODWORKING |
| Registration Number: | 2359114 | MOTOR MEDIA |
| Registration Number: | 1231069 | OVERDRIVE |
| Registration Number: | 1463441 | OVERDRIVE |
| Registration Number: | 1618038 | OVERDRIVE |
| Registration Number: | 5064434 | OVERDRIVE |
| Registration Number: | 2150325 | OVERDRIVE TOP TEN COUNTDOWN |
| Registration Number: | 1622952 | OVERDRIVE TRUCKING NEWS |
| Registration Number: | 936648 | OWNER OPERATOR |
| Registration Number: | 2326899 | PARTNERS IN BUSINESS |
| Registration Number: | 2645150 | PB |
| Registration Number: | 1667220 | PRIDE & POLISH |
| Registration Number: | 3954028 | PRO TRUCKER |
| Registration Number: | 4118986 | PROPICKUP |
| Registration Number: | 4118987 | PROPICKUP |
| Registration Number: | 4563225 | RAGS DOWN! |
| Registration Number: | 3559057 | R RANDALL REILLY |
| Registration Number: | 3559058 | RANDALL-REILLY |
| Registration Number: | 4116250 | RIGDIG |
| Registration Number: | 3664179 | ROADY THE ROAD BUILDER |
| Registration Number: | 2671639 | RPC |
| Registration Number: | 1978560 | RPM FOR TRUCKERS |
| Registration Number: | 1306976 | SUCCESSFUL DEALER |
| Registration Number: | 3079581 | THE GREAT AMERICAN TRUCKING SHOW |
| Registration Number: | 3221524 | THE VOICE OF THE AMERICAN TRUCKER |
| Registration Number: | 1498622 | TOP BID |
| Registration Number: | 3561076 | TOP BID |
| Registration Number: | 3292337 | TOTAL LANDSCAPE CARE |

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------|
| Serial Number: | 86835703 | TRUCKERS NEWS |
| Registration Number: | 4146693 | TRUCKGAUGE |
| Registration Number: | 4265348 | TRUCKING'S TOP ROOKIE |
| Registration Number: | 2456685 | TRUCKSTOPS EXPRESS |
| Registration Number: | 2484253 | TRUCKSTOPS EXPRESS |
| Registration Number: | 2394452 | VOICE OF THE AMERICAN TRUCKER |

CORRESPONDENCE DATA

Fax Number: 2138918763
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.
Email: rhonda.deleon@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 355 South Grand Avenue
Address Line 4: Los Angeles, CALIFORNIA 90071-1560

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 057121-0220 |
| NAME OF SUBMITTER: | Rhonda DeLeon |
| SIGNATURE: | /Rhonda DeLeon/ |
| DATE SIGNED: | 06/16/2017 |

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 2, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 2, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Trunk Intermediate, Inc., a Delaware corporation, Trunk Acquisition, Inc., a Delaware corporation, the other Persons party thereto that are designated as Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement 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 Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, and to induce the Secured Swap Providers to enter into the Secured Rate Contracts, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (which shall exclude all Excluded Property, including, without limitation, "intent to use" Trademark applications for which a statement of use has not been filed

and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be immediately and automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall immediately and automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

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

RANDALL-REILLY, LLC,
as Grantor


By: B. Reilly
Name: Brent Reilly
Title: President

Signature pages to Trademark Security Agreement

TRADEMARK
REEL: 006086 FRAME: 0076

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By:  _____

Name: Phillip P. Smith
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

| Name/Mark | Active / Inactive | Type of Mark (Trademark / Service Mark) | Filed | Reg. Date | Reg. # | Owner |
|--------------------------|-------------------|---|----------|-----------|--------------|---------------------|
| CANADA | | | | | | |
| 1. Innovator of the Year | A | | 4/4/05 | 2/8/06 | TMA658,313 | Randall-Reilly, LLC |
| UNITED STATES | | | | | | |
| 1. Aggregates Manager | A | TM | 4/21/04 | 9/13/05 | 2,996,134 | Randall-Reilly, LLC |
| 2. Aggregates Manager | A | TM | 12/15/10 | 7/26/11 | 4,002,199 | Randall-Reilly, LLC |
| 3. BestDriverJobs | A | TM/SM | 4/1/10 | 1/4/11 | 3,899,572 | Randall-Reilly, LLC |
| 4. BestDriverJobs | A | TM/SM | 4/1/10 | 10/19/10 | 3,866,192 | Randall-Reilly, LLC |
| 5. BestDriverJobs | A | TM/SM | 3/10/16 | 10/18/16 | 5,063,626 | Randall-Reilly, LLC |
| 6. Better Roads | A | TM | 10/11/78 | 6/10/80 | 1,136,772 | Randall-Reilly, LLC |
| 7. Better Roads | A | SM | 5/19/16 | | (87/043,310) | Randall-Reilly, LLC |
| 8. BidScout | | SM | 1/12/11 | 12/13/11 | 4,071,903 | Randall-Reilly, LLC |
| 9. Big Rig Owner | A | TM | 11/13/01 | 11/12/02 | 2,650,873 | Randall-Reilly, LLC |
| 10. Big Rig Run | A | TM/SM | 7/27/11 | 7/3/12 | 4,169,273 | Randall-Reilly, LLC |

| Name/Mark | Active / Inactive | Type of Mark (Trademark / Service Mark) | Filed | Reg. Date | Reg. # | Owner |
|--|-------------------|---|----------|-----------|--------------|---------------------|
| 11. Careers in Gear | A | SM | 1/9/07 | 8/7/07 | 3,274,108 | Randall-Reilly, LLC |
| 12. CCJ | A | SM | 4/20/05 | 4/3/07 | 3,223,948 | Randall-Reilly, LLC |
| 13. CCJ Commercial Carrier Journal - Design Mark | A | SM | 4/7/16 | | (86/967,395) | Randall-Reilly, LLC |
| 14. Changing Lanes | A | TM | 5/20/05 | 4/17/07 | 3,231,142 | Randall-Reilly, LLC |
| 15. Commercial Carrier Journal | A | TM | 7/19/93 | 7/12/94 | 1,844,410 | Randall-Reilly, LLC |
| 16. Commercial Carrier Journal | A | TM | 9/30/82 | 3/20/84 | 1,271,293 | Randall-Reilly, LLC |
| 17. Commercial Carrier University | A | SM | 9/21/05 | 4/3/07 | 3,224,194 | Randall-Reilly, LLC |
| 18. Company Driver | A | TM | 11/7/03 | 10/19/04 | 2,896,485 | Randall-Reilly, LLC |
| 19. Driving Force | A | TM | 10/28/04 | 2/13/07 | 3,207,354 | Randall-Reilly, LLC |
| 20. EDA | A | SM | 5/22/13 | 1/7/14 | 4,462,186 | Randall-Reilly, LLC |
| 21. Equipment World | A | TM | 6/29/89 | 3/27/90 | 1,588,818 | Randall-Reilly, LLC |
| 22. Equipment World | A | SM | 5/19/16 | | (87/043,330) | Randall-Reilly, LLC |
| 23. eTrucker | A | SM | 9/27/99 | 6/25/02 | 2,586,735 | Randall-Reilly, LLC |

| Name/Mark | Active / Inactive | Type of Mark (Trademark / Service Mark) | Filed | Reg. Date | Reg. # | Owner |
|-----------------------------------|-------------------|---|----------|------------|-----------|--|
| 24. eTrucker | A | SM | 7/25/07 | 11/10/09 | 3,707,332 | Randall-Reilly, LLC |
| 25. Everything Trucking | A | SM/TM | 7/11/00 | 7/24/01 | 2,471,597 | Randall-Reilly, LLC |
| 26. Fit For The Road | A | TM/SM | 2/3/10 | 11/15/11 | 4,056,928 | Randall-Reilly, LLC |
| 27. JiggyJobs | A | SM | 9/18/15 | 09/06/2016 | 5,034,785 | Randall-Reilly, LLC |
| 28. JiggyJobs.com | A | SM | 9/18/15 | 09/06/2016 | 5,034,786 | Randall-Reilly, LLC |
| 29. JJ JiggyJobs.com (and Design) | A | SM | 2/19/08 | 10/20/09 | 3,699,738 | Randall-Reilly, LLC |
| 30. Modern Woodworking | A | TM | 6/11/97 | 6/23/98 | 2,167,607 | Randall-Reilly Publishing Company, LLC |
| 31. Motor Media | A | SM | 2/23/98 | 6/20/00 | 2,359,114 | Randall-Reilly, LLC |
| 32. Overdrive | A | TM | 3/19/82 | 3/15/83 | 1,231,069 | Randall-Reilly, LLC |
| 33. Overdrive (stylized letters) | A | TM | 9/2/86 | 11/3/87 | 1,463,441 | Randall-Reilly, LLC |
| 34. Overdrive | A | SM | 8/28/89 | 10/16/90 | 1,618,038 | Randall-Reilly, LLC |
| 35. Overdrive | A | SM | 5/19/16 | 10/18/16 | 5,064,434 | Randall-Reilly, LLC |
| 36. Overdrive Top Ten Countdown | A | SM | 10/16/96 | 4/14/98 | 2,150,325 | Randall-Reilly, LLC |

| Name/Mark | Active / Inactive | Type of Mark (Trademark / Service Mark) | Filed | Reg. Date | Reg. # | Owner |
|--|-------------------|---|----------|-----------|-----------|---------------------|
| 37. Overdrive Trucking News | A | SM | 8/28/89 | 11/13/90 | 1,622,952 | Randall-Reilly, LLC |
| 38. Owner Operator | A | TM | 9/29/69 | 6/27/72 | 0,936,648 | Randall-Reilly, LLC |
| 39. Partners in Business | A | SM | 6/10/99 | 3/7/00 | 2,326,899 | Randall-Reilly, LLC |
| 40. PB and Design | A | TM/SM | 8/7/00 | 11/5/02 | 2,645,150 | Randall-Reilly, LLC |
| 41. Pride & Polish | A | SM | 3/19/90 | 12/3/91 | 1,667,220 | Randall-Reilly, LLC |
| 42. Pro Trucker | A | TM/SM | 8/6/10 | 5/3/11 | 3,954,028 | Randall-Reilly, LLC |
| 43. ProPickup | A | TM | 12/22/09 | 3/27/12 | 4,118,986 | Randall-Reilly, LLC |
| 44. ProPickup | A | SM | 12/22/09 | 3/27/12 | 4,118,987 | Randall-Reilly, LLC |
| 45. Rags Down! | A | TM | 11/6/13 | 7/8/14 | 4,563,225 | Randall-Reilly, LLC |
| 46. Randall R Reilly (Design/Stylized) | A | SM | 1/27/06 | 1/6/09 | 3,559,057 | Randall-Reilly, LLC |
| 47. Randall-Reilly | A | SM | 1/27/06 | 1/6/09 | 3,559,058 | Randall-Reilly, LLC |
| 48. RigDig | A | SM | 5/5/11 | 3/20/12 | 4,116,250 | Randall-Reilly, LLC |
| 49. Roady the Road Builder | A | TM | 6/8/07 | 8/4/09 | 3,664,179 | Randall-Reilly, LLC |
| 50. RPC Design | A | TM/SM | 10/19/01 | 1/7/03 | 2,671,639 | Randall-Reilly, LLC |

| Name/Mark | Active / Inactive | Type of Mark (Trademark / Service Mark) | Filed | Reg. Date | Reg. # | Owner |
|--|-------------------|---|----------|-----------|--------------|---------------------|
| 51. RPM FOR TRUCKERS Design | A | TM | 8/14/95 | 6/4/96 | 1,978,560 | Randall-Reilly, LLC |
| 52. Successful Dealer | A | TM | 8/24/83 | 11/27/84 | 1,306,976 | Randall-Reilly, LLC |
| 53. The Great American Trucking Show | A | SM | 4/20/05 | 4/11/06 | 3,079,581 | Randall-Reilly, LLC |
| 54. The Voice of the American Trucker | A | TM | 7/27/05 | 3/27/07 | 3,221,524 | Randall-Reilly, LLC |
| 55. Top Bid and Design (amended with new design) | A | TM | 12/24/87 | 8/2/88 | 1,498,622 | Randall-Reilly, LLC |
| 56. Top Bid | A | TM | 7/30/08 | 1/13/09 | 3,561,076 | Randall-Reilly, LLC |
| 57. Total Landscape Care | A | TM | 7/17/06 | 9/11/07 | 3,292,337 | Randall-Reilly, LLC |
| 58. Truckers News | A | SM | 12/1/15 | | (86/835,703) | Randall-Reilly, LLC |
| 59. TruckGauge | A | SM | 10/12/11 | 5/22/12 | 4,146,693 | Randall-Reilly, LLC |
| 60. Trucking's Top Rookie | A | SM | 8/16/11 | 12/25/12 | 4,265,348 | Randall-Reilly, LLC |
| 61. TruckStops Express | I | SM | 3/29/99 | 6/5/01 | 2,456,685 | Randall-Reilly, LLC |
| 62. TruckStops Express (and Design) | I | SM | 3/29/99 | 9/4/01 | 2,484,253 | Randall-Reilly, LLC |
| 63. Voice of the American Trucker | A | TM | 6/17/99 | 10/10/00 | 2,394,452 | Randall-Reilly, LLC |

| Name/Mark | Active / Inactive | Type of Mark (Trademark / Service Mark) | Filed | Reg. Date | Reg. # | Owner |
|-----------------------------------|-------------------|---|---------|-----------|------------|---------------------|
| 64. Wisconsin | | | | | | |
| 65. Northbrook Publishing Company | A | | 4/17/96 | | 32,401,184 | Randall-Reilly, LLC |