

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447802

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capital Transportation Solutions, LLC		10/12/2017	Limited Liability Company: DELAWARE
ADS Logistics Co, LLC		10/12/2017	Limited Liability Company: DELAWARE
Linden Bulk Transportation LLC		10/12/2017	Limited Liability Company: DELAWARE
Interdom LLC		10/12/2017	Limited Liability Company: DELAWARE
Odyssey Logistics & Technology Corporation		10/12/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as collateral agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3987639	S.R.O.D. EXPRESS
Registration Number:	4000239	SROD
Registration Number:	3459989	INTERDOM
Registration Number:	3717298	ADS LOGISTICS
Registration Number:	1635027	LINDEN
Registration Number:	1724290	QUALITY COMES FROM THE CENTER OF THE DIA
Serial Number:	87456586	ODYSSEY
Serial Number:	87456572	ODYSSEY

CORRESPONDENCE DATA

Fax Number: 2028357586

TRADEMARK

REEL: 006190 FRAME: 0465

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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.

Phone: 2028357500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	28302-74601
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/s/ Javier J. Ramos
DATE SIGNED:	10/19/2017

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of October 12, 2017, between the signatories hereto (the "Grantors", each a "Grantor") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

RECITALS:

WHEREAS, reference is made to that certain Second Lien Guarantee and Collateral Agreement, dated as of October 12, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of each Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of each Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in all of each Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the "Intellectual Property Collateral"):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature that are a designation of origin, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page

of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

SECTION 6. Subject to the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement, dated October 12, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Intercreditor Agreement”), among Credit Suisse AG, Cayman Islands Branch, as agent for the holders of the First Lien Obligations (as defined therein) and Credit Suisse AG, Cayman Islands Branch, as agent for the holders of the Second Lien Obligations (as defined therein) and as acknowledged by the Grantors (as defined therein), and certain other persons party or that may become party thereto from time to time. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

Capital Transportation Solutions, LLC,
as a Grantor

By: 
Name: Cosmo Alberico
Title: Treasurer

ADS Logistics Co, LLC, as a Grantor

By: 
Name: Cosmo Alberico
Title: Treasurer

Linden Bulk Transportation LLC, as a Grantor

By: 
Name: Cosmo Alberico
Title: Treasurer

Interdom LLC, as a Grantor


By: 
Name: Cosmo Alberico
Title: Treasurer

Odyssey Logistics & Technology Corporation, as a Grantor

By: 
Name: Cosmo Alberico
Title: Treasurer

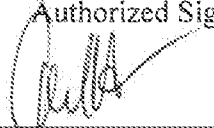
Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By:  _____

Name: Vipul Dhadha

Title: Authorized Signatory

By:  _____

Name: D. Andrew Maletta

Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006190 FRAME: 0470

SCHEDULE I

<u>No.</u>	<u>Title</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Owner</u>	<u>Jurisdiction</u>
1.	“SROD Express”	3,987,639	7/5/2011	Capital Transportation Solutions, LLC	Service Mark US FED
2.	“SROD”	4,000,239	7/26/2011	Capital Transportation Solutions, LLC	Service Mark US FED
3.	“Interdom”	3,459,989	7/8/2008	Interdom LLC	Service Mark US FED
4.	“ADS Logistics”	3,717,298	12/01/2009	ADS Logistics Co, LLC	Service Mark US FED
5.	“LINDEN”	1,635,027	2/12/1991	Linden Bulk Transportation LLC	Service Mark US FED
6.	“QUALITY COMES FROM THE CENTER OF THE DIAMOND”	1,724,290	10/13/1992	Linden Bulk Transportation LLC	Service Mark US FED
7.	“Odyssey”	(87456586)	(5/19/2017)	Odyssey Logistics & Technology Corporation	Service Mark US FED
8.	“Odyssey”	(87456572)	(5/19/2017)	Odyssey Logistics & Technology Corporation	Service Mark US FED
9.	ADS Logistics	15786	6/11/2002	ADS Logistics, Inc.	US STATE MO
10.	ADS Logistics	15787	6/11/2002	ADS Logistics, Inc.	US STATE MO
11.	ADS Logistic Solutions	15788	6/11/2002	ADS Logistics, Inc.	US STATE MO
12.	ADS Logistic Solutions	15789	6/11/2002	ADS Logistics, Inc.	US STATE MO
13.	Stylized “Odyssey”	1632187	4/25/2016	Odyssey Logistics & Technology Corporation	Service Mark (MX)
14.	Stylized “Odyssey”	1592572	11/24/2015	Odyssey Logistics & Technology Corporation	Service Mark (MX)
15.	“OMTL Operations”	1717994	2/9/2017	Odyssey Logistics & Technology Corporation	Service Mark (MX)
16.	“ADS Logistics De Mexico”	1060624	2/27/2007	ADS Logistics, LLC	Service Mark (MX)
17.	E-TRANZIT	725612	11/30/2001	ADS Logistics, LLC	Service Mark (MX)
18.	E-TRANZIT	TMA599913	1/20/2004	ADS Logistics, LLC	Service Mark (CA)