

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512206

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ROADRUNNER TRANSPORTATION SYSTEMS, INC.		02/28/2019	Corporation:
ACTIVE AERO GROUP, INC.		02/28/2019	Corporation:
MESCA FREIGHT SERVICES, LLC		02/28/2019	Limited Liability Company:
CAPITAL TRANSPORTATION LOGISTICS, LLC		02/28/2019	Limited Liability Company:
MARISOL INTERNATIONAL, LLC		02/28/2019	Limited Liability Company:
USA JET AIRLINES, INC.		02/28/2019	Corporation:
GROUP TRANSPORTATION SERVICES, LLC		02/28/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK, N.A.
Street Address:	111 West Monroe St.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	5173163	ASCENT GLOBAL LOGISTICS
Serial Number:	88160204	PEAK
Registration Number:	5485968	
Serial Number:	87665242	YOUR GOODS. OUR BEST.
Registration Number:	3718181	APT
Registration Number:	3718182	ACTIVE GLOBAL SOLUTIONS
Registration Number:	3718183	ACTIVE PTM
Registration Number:	3718184	ACTIVE ON-DEMAND
Registration Number:	3249498	MESCA

CH \$390.00 5173163

Property Type	Number	Word Mark
Registration Number:	4058962	SHIPANDSAVE
Registration Number:	3352186	MARISOL INTERNATIONAL
Registration Number:	2117837	CHARTERNET
Registration Number:	1998391	USA JET AIRLINES
Registration Number:	1998392	ACTIVE AERO CHARTER
Registration Number:	4326581	WE SHIP AND SAVE

CORRESPONDENCE DATA

Fax Number:

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: 2122942684
Email: tmdiligence@winston.com
Correspondent Name: Alexandra S. Gecas
Address Line 1: 35 W. Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	013757.124
NAME OF SUBMITTER:	Alexandra S. Gecas
SIGNATURE:	/Alexandra S. Gecas by trademarkny/
DATE SIGNED:	02/28/2019

Total Attachments: 5

source=BMO_RRTS ABL 2019 -- Trademark Security Agreement (executed)_(13160545)_ (1)#page1.tif
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The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subject to the provisions of that certain Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, referred to in this paragraph as the “Intercreditor Agreement”), dated as of February 28, 2019 among Roadrunner Transportation Systems, Inc., a Delaware corporation, certain of its Subsidiaries, BMO HARRIS BANK N.A., in its capacity as the ABL Agent (including its successors and assigns from time to time), BMO HARRIS BANK N.A., in its capacity as the Term Loan Agent (including its successors and assigns from time to time), and certain other persons which may be or become parties thereto or become bound thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control, and each party to hereto hereby acknowledges that it is bound by the provisions of the Intercreditor Agreement.

GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of February 28, 2019, by ROADRUNNER TRANSPORTATION SYSTEMS, INC., ACTIVE AERO GROUP, INC., MESCA FREIGHT SERVICES, LLC, CAPITAL TRANSPORTATION LOGISTICS, LLC, MARISOL INTERNATIONAL, LLC, USA JET AIRLINES, INC., GROUP TRANSPORTATION SERVICES, LLC (collectively, the “**Grantors**” and each, individually, a “**Grantor**”), in favor of BMO HARRIS BANK, N.A., in its capacity as administrative agent for itself and the other Lenders (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantors have entered into a Pledge and Security Agreement and Irrevocable Proxy, dated February 28, 2019 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed with the U.S. Patent and Trademark Office, but only until such statement or amendment is filed), and solely 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, or void or cause an abandonment of, such application or any registration that issues from such intent-to-use application under law.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

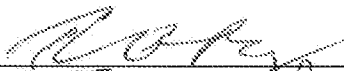
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF ILLINOIS.

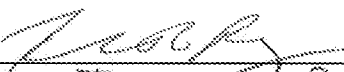
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

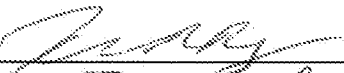
ROADRUNNER TRANSPORTATION
SYSTEMS, INC.

By: 
Name: Terence R. Rogers
Title: CFO

ACTIVE AERO GROUP, INC.

By: 
Name: Terence R. Rogers
Title: CFO

MESCA FREIGHT SERVICES, LLC

By: 
Name: Terence R. Rogers
Title: CFO

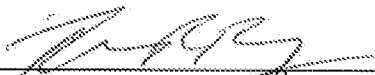
MARISOL INTERNATIONAL, LLC

By: 
Name: Terence R. Rogers
Title: CFO

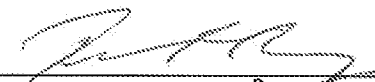
[Signature Page to RRTS ABL Trademark Security Agreement]

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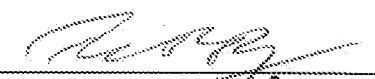
USA JET AIRLINES, INC.

By: 
Name: Terence Rogers
Title: CFO

GROUP TRANSPORTATION SERVICES,
LLC

By: 
Name: Terence Rogers
Title: CFO

CAPITAL TRANSPORTATION
LOGISTICS, LLC

By: 
Name: Terence Rogers
Title: CFO

[Signature Page to RRTS ABL Trademark Security Agreement]

TRADEMARK
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SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<u>ENTITY</u>	<u>REGISTRATION NUMBER</u>
Roadrunner Transportation Systems, Inc.	Reg. No. 5173163
Roadrunner Transportation Systems, Inc.	Serial No. 88160204
Roadrunner Transportation Systems, Inc.	Reg. No. 5485968
Roadrunner Transportation Systems, Inc.	Serial No. 87665242
Active Aero Group, Inc.	Reg. No. 3718181
Active Aero Group, Inc.	Reg. No. 3718182
Active Aero Group, Inc.	Reg. No. 3718183
Active Aero Group, Inc.	Reg. No. 3718184
MESCA Freight Services, LLC	Reg. No. 3249498
Capital Transportation Logistics, LLC	Reg. No. 4058962
Marisol International, LLC	Reg. No. 3,352,186
USA Jet Airlines, Inc.	Reg. No. 2117837
USA Jet Airlines, Inc.	Reg. No. 1998391
USA Jet Airlines, Inc.	Reg. No. 1998392
Group Transportation Services, LLC f/k/a Group Transportation Services, Inc. (as successor to CTL Brokerage, LLC)	Reg. No. 4326581