

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Active Aero Group, Inc.		08/07/2020	Corporation: DELAWARE
Ascent Shared Services, LLC		08/07/2020	Limited Liability Company: DELAWARE
Ascent Global Logistics International, LLC		08/07/2020	Limited Liability Company: DELAWARE
Capital Transportation Logistics, LLC		08/07/2020	Limited Liability Company: DELAWARE
Mesca Freight Services, LLC		08/07/2020	Limited Liability Company: DELAWARE
Ascent Global Logistics, LLC		08/07/2020	Limited Liability Company: DELAWARE
Group Transportation Services, LLC		08/07/2020	Limited Liability Company: DELAWARE
USA Jet Airlines, Inc.		08/07/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	214 N. Tryon Street, 26th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3718181	APT	
Registration Number:	3718182	ACTIVE GLOBAL SOLUTIONS	
Registration Number:	3718183	ACTIVE PTM	
Registration Number:	3718184	ACTIVE ON-DEMAND	
Registration Number:	1998392	ACTIVE AERO CHARTER	
Registration Number:	5173163	ASCENT GLOBAL LOGISTICS	
Registration Number:	5485968		
Registration Number:	3352186	MARISOL INTERNATIONAL	

CH \$415.00 3718181

Property Type	Number	Word Mark
Registration Number:	4058962	SHIPANDSAVE
Registration Number:	4326581	WE SHIP AND SAVE
Registration Number:	3249498	MESCA
Registration Number:	2117837	CHARTERNET
Registration Number:	1998391	USA JET AIRLINES
Serial Number:	88793000	ARCTIC ON-DEMAND
Serial Number:	88160204	PEAK
Serial Number:	88811674	ASCENT SPECIALIZED

CORRESPONDENCE DATA

Fax Number: 2129096836
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: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Wesley C. Moore, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Wesley C. Moore
SIGNATURE:	/Wesley C. Moore/
DATE SIGNED:	08/19/2020

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 7th day of August 2020 by ACTIVE AERO GROUP, INC., a Delaware corporation (“Active Aero”), ASCENT SHARED SERVICES, LLC, a Delaware limited liability company (“Ascent Shared”), ASCENT GLOBAL LOGISTICS INTERNATIONAL, LLC, a Delaware limited liability company (“Ascent International”), CAPITAL TRANSPORTATION LOGISTICS, LLC, a Delaware limited liability company (“Capital Transportation”), MESCA FREIGHT SERVICES, LLC, a Delaware limited liability company (“Mesca”), ASCENT GLOBAL LOGISTICS, LLC, a Delaware limited liability company (“Ascent Global”), GROUP TRANSPORTATION SERVICES, LLC, a Delaware limited liability company (“Group Transportation”) and USA JET AIRLINES, INC., a Delaware corporation

(“USA Jet”, and together with Active Aero, Ascent Shared, Ascent International, Capital Transportation, Mesca, Ascent Global, and Group Transportation, collectively the “Grantors” and each a “Grantor”), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Ascent Global Logistics, Inc. (the “Borrower”) as borrower, Grantors, other entities party thereto as guarantors (collectively with Grantors and together with any Person joined thereto from time to time as a guarantor, the “Guarantors”, and together with the Borrower, collectively the “Loan Parties” and each a “Loan Party”), the lenders from time to time party thereto (initially, Roadrunner Transportation Systems, Inc. and following the assignment on the Effective Date, Elliott International, L.P. and Elliott Associates, L.P.) (the “Lenders”) and U.S. Bank National Association (“Agent”), as administrative agent for the Lenders, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of such Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance

with Section 5-1401 of the General Obligations Law of the State of New York, 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.


8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

ACTIVE AERO GROUP, INC.

By: 
Name: Thomas D. Stenglein
Title: President

CAPITAL TRANSPORTATION LOGISTICS, LLC

By: _____
Name: Christopher M. Cook
Title: President

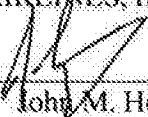
MESCA FREIGHT SERVICES, LLC

By: _____
Name: Christopher M. Cook
Title: President

GROUP TRANSPORTATION SERVICES, LLC

By: _____
Name: Christopher M. Cook
Title: President

USA JET AIRLINES, INC.

By: 
Name: John M. Heaney
Title: President

ASCENT GLOBAL LOGISTICS INTERNATIONAL,
LLC

By: _____
Name: Micah L. Holst
Title: President

[Signature Page to Intellectual Property Security Agreement (Second Lien)]

TRADEMARK
REEL: 007028 FRAME: 0594

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ACTIVE AERO GROUP, INC.

By: _____
Name: Thomas D. Stenglein
Title: President

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By: _____
Name: Christopher M. Cook
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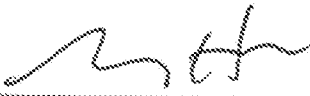
GROUP TRANSPORTATION SERVICES, LLC

By: _____
Name: Christopher M. Cook
Title: President

USA JET AIRLINES, INC.

By: _____
Name: John M. Heaney
Title: President

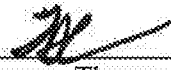
ASCENT GLOBAL LOGISTICS INTERNATIONAL
LLC

By:  _____
Name: Micah L. Holst
Title: President

[Signature Page to Intellectual Property Security Agreement (Second Lien)]

TRADEMARK
REEL: 007028 FRAME: 0596

ASCENT SHARED SERVICES, LLC

By: 
Name: Thomas D. Stenglein
Title: President

ASCENT GLOBAL LOGISTICS, LLC


By: _____
Name: Christopher M. Cook
Title: President

[Signature Page to Intellectual Property Security Agreement (Second Lien)]

ASCENT SHARED SERVICES, LLC

By: _____
Name: Thomas D. Stenglein
Title: President

ASCENT GLOBAL LOGISTICS, LLC

By: 
Name: Christopher M. Cook
Title: President

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT¹

I. Copyrights and Copyright Applications



#	Grantor	Mark Name	Serial/ Registration Number	(Application/ Registration Date
1.	Active Aero Group, Inc.	CharterNet.	Reg. No. TX0006873838	8/6/2008
2.	Active Aero Group, Inc.	JetNet.	Reg. No. TX0006873834	8/6/2008
3.	Active Aero Group, Inc.	Active Premium Transportation (APT)	Reg. No. TX0006877240	7/23/2008
4.	Active Aero Group, Inc.	CMS – Charter Management System	Reg. No. TX0006860076	7/25/2008

II. Patents and Patent Applications

None.

III. Trademarks and Trademark Applications

#	Grantor	Mark Name	Serial/ Registration Number	(Application)/ Registration Date
1.	Active Aero Group, Inc.	APT	Reg. No. 3718181	12/1/2019
2.	Active Aero Group, Inc.	ACTIVE GLOBAL SOLUTIONS	Reg. No. 3718182	12/1/2009
3.	Active Aero Group, Inc.	ACTIVE PTM	Reg. No. 3718183	12/1/2009

#	Grantor	Mark Name	Serial/ Registration Number	(Application)/ Registration Date
4.	Active Aero Group, Inc.	ACTIVE ON-DEMAND	Reg. No. 3718184	12/1/2009
5.	Active Aero Group, Inc.	ACTIVE AERO CHARTER	Reg. No. 1998392	9/3/1996
6.	Active Aero Group, Inc.	ARCTIC ON-DEMAND	Serial No. 88793000	(2/11/2020)
7.	Ascent Shared Services, LLC	ASCENT GLOBAL LOGISTICS	Reg. No. 5173163	3/28/2017
8.	Ascent Shared Services, LLC		Reg. No. 5485968	6/5/2018
9.	Ascent Shared Services, LLC		Serial No. 88160204	(10/18/2018)
10.	Ascent Global Logistics International, LLC	MARISOL INTERNATIONAL	Reg. No. 3352186	12/11/2007
11.	Ascent Global Logistics International, LLC	ASCENT GLOBAL LOGISTICS	NE 10256645	(1/26/2018)
12.	Capital Transportation Logistics, LLC	SHIPANDSAVE	Reg. No. 4058962	11/22/2011
13.	Group Transportation Services, LLC f/k/a Group Transportation	WE SHIP AND SAVE	Reg. No. 4326581	4/30/2013

#	Grantor	Mark Name	Serial/ Registration Number	(Application)/ Registration Date
	Services, Inc., (as successor to CTL Brokerage, LLC)			
14.	MESCA Freight Services, LLC	MESCA	Reg. No. 3249498	6/5/2007
15.	Ascent Global Logistics, LLC	ASCENT SPECIALIZED	Serial No. 88811674	(10/18/2018)
16.	USA Jet Airlines, Inc.	CHARTERNET	Reg. No. 2117837	12/2/1997
17.	USA Jet Airlines, Inc.	USA JET AIRLINES	Reg. No. 1998391	9/3/1996
18.	USA Jet Airlines, Inc.	ACTIVE AERO CHARTER	Reg. No. 1998392	9/3/1996