

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TMW Systems, Inc.		05/18/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	3379827	CARRIERHUB
Registration Number:	3633120	D2LINK
Registration Number:	3674541	DRIVERSEAT
Registration Number:	2713061	ESTAT
Registration Number:	3131431	LOADVIEW
Registration Number:	3131432	LOADVIEW XT
Registration Number:	3612983	ONROUTE
Registration Number:	3612984	ONROUTE BY TMW SYSTEMS
Registration Number:	3636732	RESULTSNOW BY TMW
Registration Number:	3581651	THE DAWG
Registration Number:	3584589	TMW
Registration Number:	1930604	THE TRUCKING SYSTEM
Registration Number:	2945768	TL2000
Registration Number:	3070020	TMW

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Registration Number:	3298419	TMW
Registration Number:	2945769	TMW
Registration Number:	3307676	TMW
Registration Number:	3008458	TMWSUITE
Registration Number:	2912379	TOTALMAIL
Registration Number:	3295839	WORKCYCLE

**CORRESPONDENCE DATA**

Fax Number: (312)902-1061  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312.577.8034  
Email: oscar.ruiz@kattenlaw.com  
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
Address Line 1: 525 West Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-434
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	05/21/2011

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2011, is made by TMW SYSTEMS, INC., a Delaware corporation ("Grantor"), in favor of General Electric Capital Corporation ("GE 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 May 18, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, as borrower, TMW Intermediate Holdings Corporation, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE 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 Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement dated as of May 18, 2011 in favor of the Agent (the "Guaranty and Security Agreement") pursuant to which the Grantor is 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 the 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 Grantor thereunder, Grantor hereby agrees with the 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. 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 of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(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 the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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.

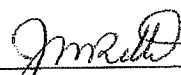
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

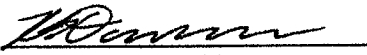
Very truly yours,

TMW SYSTEMS, INC., a Delaware corporation, as  
Grantor

By:   
Name: Jeffrey Ritter  
Title: Chief Financial Officer



ACCEPTED AND AGREED  
as of the date first above written:



GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name: Richard B. Davidson  
Its: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Name of Owner	Trademark	Status	Registration Number	Registration Date
TMW Systems, Inc.	CARRIERHUB	Registered	3379827	February 5, 2008
TMW Systems, Inc.	D2LINK	Registered	3633120	June 2, 2009
TMW Systems, Inc.	DRIVERSEAT	Registered	3674541	August 25, 2009
TMW Systems, Inc.	ESTAT	Registered	2713061	May 6, 2003
TMW Systems, Inc.	LOADVIEW	Registered	3131431	August 15, 2006
TMW Systems, Inc.	LOADVIEW XT	Registered	3131432	August 15, 2006
TMW Systems, Inc.	ONROUTE	Registered	3612983	April 28, 2009
TMW Systems, Inc.		Registered	3612984	April 28, 2009
TMW Systems, Inc.	RESULTS NOW BY TMW	Registered	3636732	June 9, 2009
TMW Systems, Inc.	THE DAWG (word)	Registered	3581651	February 24, 2009
TMW Systems, Inc.		Registered	3584589	March 3, 2009
TMW Systems, Inc.	The Trucking System	Registered	1930604	October 31, 2005
TMW Systems, Inc.	TL2000	Registered	2945768	May 3, 2005
TMW Systems, Inc.	TMW (word)	Registered	3070020	March 21, 2006
TMW Systems, Inc.	TMW (word)	Registered	3298419	September 25, 2007

TMW Systems, Inc.		Registered	2945769	May 3, 2005
TMW Systems, Inc.		Registered	3307676	October 9, 2007
TMW Systems, Inc.	TMWSUITE	Registered	3008458	October 25, 2005
TMW Systems, Inc.	TOTALMAIL	Registered	2912379	December 21, 2004
TMW Systems, Inc.	Workcycle	Registered	3295839	September 18, 2007

2. TRADEMARK APPLICATIONS

None.