

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Contribution Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TransCore, LP		03/31/2011	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Transcore Commercial Services, LLC		
<b>Street Address:</b>	11000 SW Stratus Street		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Beaverton		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97008		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85114182	TRANSCORE TRENDLINES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)751-1142		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2155672010		
<b>Email:</b>	pnorris@crbcp.com		
<b>Correspondent Name:</b>	Caesar, Rivise, Bernstein, et al		
<b>Address Line 1:</b>	1635 Market Street		
<b>Address Line 2:</b>	11th Floor - Seven Penn Center		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-2212		
<b>ATTORNEY DOCKET NUMBER:</b>	T1142/30495 CASE 116		
<b>NAME OF SUBMITTER:</b>	Eric S. Marzluf		
<b>Signature:</b>	/E.S. Marzluf/		

CH \$40.00 85114182

Date:

06/06/2011

**Total Attachments: 6**

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## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into this 31<sup>st</sup> day of March, 2011 between TransCore, LP, a Delaware limited partnership ("TLP"), and Transcore Commercial Services, LLC, a Delaware limited liability company ("TCS").

WHEREAS, as a result of the merger of TC License, Ltd. ("TCL") into TLP, TLP currently owns (i) all of the intellectual property assets as set forth on Schedule A hereto and all goodwill associated therewith or symbolized thereby including certain liabilities associated therewith previously held by TCL (collectively, the "Freight Matching Assets"), and (ii) certain network subscriber data (the "Subscriber Base");

WHEREAS, the partners of TLP have determined that it is in the best interests of TLP to contribute the Freight Matching Assets and the Subscriber Base to TCS, and the sole member of TCS has determined that it is in the best interests of TCS to accept the Freight Matching Assets and the Subscriber Base from TLP; and

WHEREAS, TLP desires to contribute the Freight Matching Assets and the Subscriber Base to TCS and TCS desires to accept the contribution of the Freight Matching Assets and the Subscriber Base, such contribution to be effective immediately upon the execution and delivery hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *Contribution.* TLP hereby contributes, transfers, assigns, and delivers to TCS all of its right, title and interest in, to and under the Freight Matching Assets and the Subscriber Base. TCS hereby accepts all right, title and interest of TLP in, to and under the Freight Matching Assets (including certain liabilities associated therewith) and the Subscriber Base.
2. *Representations and Warranties of TLP.* TLP represents and warrants to TCS that this Agreement and the transactions contemplated hereby have been duly authorized.
3. *Counterparts; Effectiveness.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

4. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

5. *Amendments.* This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by each party hereto.

6. *Successors and Assigns.* The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TRANSCORE, LP

By: TLP Holdings, LLC, *its General Partner*

By: Jack Buhsmer  
Name: Jack Buhsmer  
Title: Vice President

TRANSCORE COMMERCIAL SERVICES, LLC

By: Jack Buhsmer  
Name: Jack Buhsmer  
Title: Vice President

[Signature Page to the Contribution Agreement]

(NY) 17905/012/AGTS/contribution.ngt.TLP.TCS.doc

TRADEMARK  
REEL: 004554 FRAME: 0606

SCHEDULE

CC	Mark	Filed	App. #	Status
US	TRANSCORE TRENDLINES	08/24/10	85/114,182	PENDING

## Schedule A

## Freight Matching IP Assets

## Trademarks

Mark	Registration # / Application #	Country
3SIXTY	3,313,635	United States
3SIXTY	966547	Mexico
3SIXTY	970,540	Mexico
3SIXTY	945,089	Mexico
DAT	2,288,526	United States
DAT ASSURANCE	3,062,871	United States
DAT CONNECT	TMA 532,482	Canada
DAT DAILY	2,287,087	United States
DAT DAILY	TMA 537,441	Canada
DAT DIAL	TMA 543,009	Canada
DAT LIVE	2,721,019	United States
DAT LIVE	TMA 611,115	Canada
DAT LOAD BOARD	2,723,794	United States
DAT LOAD BOARD	631,461	Canada
DAT PARTNERS	2,455,907	United States
DAT PARTNERS	TMA 563,378	Canada
DAT SERVICES	77/678,692 (Application)	United States
DAT SERVICES	TMA 510,516	Canada
DAT SERVICES AND DESIGN	2,433,362	United States
DAT STATS	TMA543,064	Canada
DIAL-A-TRUCK AND DESIGN	1,341,391	United States
DRIVERLINK	3,257,799	United States
DRIVERLINK	TMA 562,374	Canada
INTERNET FREIGHT SERVICES	2,422,313	United States
KEYPOINT	2,504,077	United States
LANEMAKERS	2,498,376	United States
LANEMAKERS	578,756	Canada
MORELANDS	TMA537,577	Canada
PAINLESS POSTING	TMA 537,390	Canada
POWERED BY DAT	3,351,971	United States
SELECTENDER	2,974,205	United States
TRANSCORE EXCHANGE	2,682,609	United States
TRANSCORE EXCHANGE	TMA601,919	Canada
TRANSCORE TRENDLINES	85/114,182 (Application)	United States
TRIPS123 GET CONNECTED AND GO!	3,181,255	United States
TRUCKERSEGE	2,796,611	United States

[Signature Page to the Contribution Agreement]

TRUCKERSEDGE	TMA589,511	Canada
VIASTAR	2,935,237	United States

**Liabilities**

1. Trade I/C payable to Transcore Commercial Services, LLC
2. Trade I/C payable to Transcore Holdings, Inc.