

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transplace Texas, LP		10/12/2011	LIMITED PARTNERSHIP: TEXAS
CI (Transplace) International, LLC		10/12/2011	LIMITED LIABILITY COMPANY: DELAWARE
Transplace Stuttgart, LP		10/12/2011	LIMITED PARTNERSHIP: TEXAS
Transplace International, Inc.		10/12/2011	CORPORATION: NEVADA
Transplace Freight Services, LLC		10/12/2011	LIMITED LIABILITY COMPANY: DELAWARE
Celtic International, LLC		10/12/2011	LIMITED LIABILITY COMPANY: DELAWARE
CI (Transplace) GP, LLC		10/12/2011	LIMITED LIABILITY COMPANY: DELAWARE
CI (Transplace) LP, LLC		10/12/2011	LIMITED LIABILITY COMPANY: DELAWARE
Transplace Mexico, LLC		10/12/2011	LIMITED LIABILITY COMPANY: NEVADA
Transplace, LLC		10/12/2011	LIMITED LIABILITY COMPANY: DELAWARE
CI (Transplace) Stuttgart GP, LLC		10/12/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

900205543

**TRADEMARK
 REEL: 004648 FRAME: 0460**

OP \$90.00 85334635

Property Type	Number	Word Mark
Serial Number:	85334635	CLEARDIRECT
Serial Number:	85334638	SHIPDIRECT
Serial Number:	85334641	STOCKDIRECT

CORRESPONDENCE DATA

Fax Number: (214)855-8200
Phone: 214-855-8000
Email: cholland@fulbright.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Cynthia Holland
Address Line 1: 2200 Ross Avenue, Suite 2800
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	10608616 (85334635)
NAME OF SUBMITTER:	Erin Frazier
Signature:	/Erin Frazier/
Date:	10/26/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

October 12, 2011

WHEREAS, Transplace Texas, LP, a Texas limited partnership ("Transplace Texas"), CI (Transplace) International, LLC, a Delaware limited liability company ("Transplace CI"), Transplace Stuttgart, LP, a Texas limited partnership ("Transplace Stuttgart"), Transplace International, Inc., a Nevada corporation ("Transplace International"), Transplace Freight Services, LLC, a Delaware limited liability company ("Transplace Freight"), Celtic International, LLC, a Delaware limited liability company ("Celtic"), and together with Transplace Texas, Transplace CI, Transplace Stuttgart, Transplace International and Transplace Freight, each a "Borrower" and collectively, the "Borrowers"), CI (Transplace) GP, LLC, a Delaware limited liability company ("Transplace GP"), CI (Transplace) LP, LLC, a Delaware limited liability company ("Transplace LP"), Transplace Mexico, LLC, a Nevada limited liability company ("Pledgor"), Transplace, LLC, a Delaware limited liability company ("Holdings"), CI (Transplace) Stuttgart GP, LLC, a Delaware limited liability company ("Stuttgart GP"), and together with Transplace GP, Transplace LP, Pledgor and Holdings, each a "Guarantor" and collectively, the "Guarantors") and Bank of America, N.A., a national banking association (the "Lender") are parties to that certain Amended and Restated Loan and Security Agreement dated as of December 18, 2009 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "A&R Loan Agreement") providing for extensions of credit to be made to Borrowers by the Lender pursuant to the A&R Loan Agreement;

WHEREAS, pursuant to the terms of the A&R Loan Agreement, Pledgor is obligated to secure the prompt payment and performance of the Obligations; and

WHEREAS, pursuant to the terms of the A&R Loan Agreement, Pledgor has granted to the Lender a security interest in substantially all the assets of Pledgor, including all right, title and interest of Pledgor in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by Pledgor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment of the Obligations. The Trademarks, Trademark registrations, Trademark Licenses and Trademark applications are listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor does hereby grant to the Lender a continuing security interest in all of its respective right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral") whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, together with any reissues, continuations or extensions thereof, including, without limitation, the Trademark, Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application; provided, however, that the grant of security interest shall not include any

intent-to-use application for a trademark that may be deemed invalidated, cancelled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of such security interest will not affect the status or validity of such intent-to-use trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted the Lender pursuant to the A&R Loan Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the A&R Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

As used herein, the following terms have the following meanings:

A. “Trademark License” means any written agreement now or hereafter in existence granting to Pledgor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Pledgor).

B. “Trademarks” means collectively all of the following now owned or hereafter created or acquired by Pledgor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (b) all reissues, extensions or renewals thereof (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

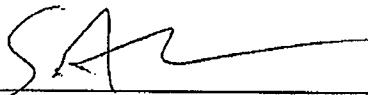
Terms not otherwise defined herein, shall have the same meanings as in the A&R Loan Agreement.

[Signature Page Follows]

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

PLEDGOR:

TRANSPLACE MEXICO, LLC
a Nevada limited liability company

By: 
Name: Steven A. Crowther
Title: Treasurer and Secretary

Accepted by:

BANK OF AMERICA, N.A.,
as Lender

By: H Michael Wills
Name: H. Michael Wills
Title: Senior Vice President

SCHEDULE 1

Country	Trademark	Ser./Reg./App. No.	Owner	Filing Date	Registration Date
US	CLEARDIRECT	SN:85/334,635	Transplace Mexico, LLC	May 31, 2011	
US	SHIPDIRECT	SN:85/334,638	Transplace Mexico, LLC	May 31, 2011	
US	STOCKDIRECT	SN:85/334,641	Transplace Mexico, LLC	May 31, 2011	