

**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
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**

<b>Name:</b>	SOLAR CAPITAL LTD.
<b>Street Address:</b>	500 Park Avenue, 3rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 9

OP \$240.00 85334635

Property Type	Number	Word Mark
Serial Number:	85334635	CLEARDIRECT
Registration Number:	2656924	DENSE NETWORK EFFICIENCY
Registration Number:	3883613	GOT RFP?
Serial Number:	85334638	SHIPDIRECT
Serial Number:	85334641	STOCKDIRECT
Registration Number:	2782329	TRANSPLACE
Registration Number:	3283830	TRANSPLACE
Registration Number:	3489793	TRANSPLACE PAY ON-DEMAND
Registration Number:	3304299	TRANSPLACE THE 3PL & TECHNOLOGY COMPANY

**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 2: Fulbright & Jaworski L.L.P.  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	10608616 (85/334,635)
NAME OF SUBMITTER:	Erin Frazier
Signature:	/Erin Frazier/
Date:	10/27/2011

**Total Attachments: 9**  
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**TRADEMARK SECURITY AGREEMENT**

WHEREAS, each of the undersigned **TRANSPLACE TEXAS, LP**, a Texas limited partnership ("Transplace"), **CI (TRANSPLACE) INTERNATIONAL, LLC**, a Delaware limited liability company ("Transplace CI"), **TRANSPLACE STUTTGART, LP**, a Texas limited partnership ("Transplace Stuttgart"), and **TRANSPLACE INTERNATIONAL, INC.**, a Nevada corporation ("Transplace International"), **TRANSPLACE FREIGHT SERVICES, LLC**, a Delaware limited liability company ("Transplace Freight") and **CELTIC INTERNATIONAL, LLC**, a Delaware limited liability company ("Celtic" and together with Transplace, Transplace CI, Transplace Stuttgart, Transplace International, and Transplace Freight each an "Issuer" and collectively, the "Issuers"), **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 ("Transplace Mexico"), **TRANSPLACE, LLC**, a Delaware limited liability company ("Holdings") and **CI (TRANSPLACE) STUTTGART GP, LLC**, a Delaware limited liability company ("Stuttgart GP", and together with Transplace GP, Transplace LP, Transplace Mexico and Holdings, each a "Guarantor" and collectively, the "Guarantors" and collectively with the Issuers, the "Pledgors"), **SOLAR CAPITAL LTD.**, a Maryland corporation ("Solar" and in such capacity as collateral agent, "Collateral Agent"), and the purchasers from time to time party thereto (each individually a "Purchaser" and collectively, the "Purchasers") are parties to that certain Note Purchase Agreement dated as of October 12, 2011 (as same may be amended, restated, supplemented, or otherwise modified from time to time, the "Note Purchase Agreement") providing for the purchase of the Notes (as such term is defined therein) by the Purchasers thereunder;

WHEREAS, pursuant to the terms of the Note Purchase Agreement, Pledgors are obligated to secure the prompt payment and performance of the Obligations; and

WHEREAS, pursuant to the terms of the Note Purchase Agreement, Pledgors have granted to the Collateral Agent for the benefit of the Purchasers a security interest in substantially all the assets of Pledgors, including all right, title and interest of Pledgors 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 each 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, each Pledgor does hereby grant to the Collateral Agent for the benefit of the Purchasers 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, canceled 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 the security interest will not affect the status or validity of such trademark;

(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 a 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 Collateral Agent for the benefit of the Purchasers pursuant to the Note Purchase Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Purchasers pursuant to this Trademark Security Agreement (“Agreement”) and the exercise of any right or remedy by the Collateral Agent or the Purchasers hereunder are subject to the provisions of the Intercreditor Agreement, dated on the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Intercreditor Agreement”), among the First Lien Lender, the Collateral Agent and the Grantors (as defined therein) from time to time party thereto and other persons party or that may become party thereto from time to time. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

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

A. “Trademark License” means any written agreement now or hereafter in existence granting to any 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 any 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 Note Purchase Agreement.


*[Signature Page Follows]*

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 12<sup>th</sup> day of October, 2011.


**PLEDGORS:**

**TRANSPLACE TEXAS, LP,**  
a Texas limited partnership

By: CI (Transplace) GP, LLC  
its sole general partner


By:   
Name: Steven A. Crowther  
Title: Chief Financial Officer, Treasurer and  
Secretary

**CI (TRANSPLACE) INTERNATIONAL, LLC,**  
a Delaware limited liability company

By:   
Name: Steven A. Crowther  
Title: Chief Financial Officer, Treasurer and  
Secretary

**TRANSPLACE STUTTGART, LP,**  
a Texas limited partnership

By: CI (Transplace) Stuttgart GP, LLC,  
its sole general partner

By:   
Name: Steven A. Crowther  
Title: Chief Financial Officer, Treasurer and  
Secretary

**TRANSPLACE FREIGHT SERVICES, LLC,**  
a Delaware limited liability company

By: SAC  
Name: Steven A. Crowther  
Title: Chief Financial Officer, Treasurer and  
Secretary

**TRANSPLACE INTERNATIONAL, INC.,**  
a Nevada corporation

By: SAC  
Name: Steven A. Crowther  
Title: Chief Financial Officer, Treasurer and  
Secretary

**CELTIC INTERNATIONAL, LLC,**  
a Delaware limited liability company

By: SAC  
Name: Steven A. Crowther  
Title: Chief Financial Officer, Treasurer and  
Secretary

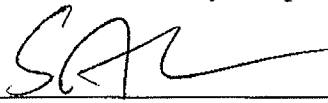
**CI (TRANSPLACE) GP, LLC,**  
a Delaware limited liability company

By: SAC  
Name: Steven A. Crowther  
Title: Chief Financial Officer, Treasurer and  
Secretary

**CI (TRANSPLACE) STUTTGART GP, LLC,**  
a Delaware limited liability company

By: SAC  
Name: Steven A. Crowther  
Title: Chief Financial Officer, Treasurer and  
Secretary

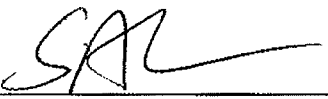
**CI (TRANSPLACE) LP, LLC,**  
a Nevada limited liability company

By: 

Name: Steven A. Crowther

Title: Chief Financial Officer, Treasurer and  
Secretary


**TRANSPLACE, LLC,**  
a Delaware limited liability company

By: 

Name: Steven A. Crowther

Title: Chief Financial Officer, Treasurer and  
Secretary

**TRANSPLACE MEXICO, LLC,**  
a Nevada limited liability company

By: 


Name: Steven A. Crowther

Title: Treasurer and Secretary

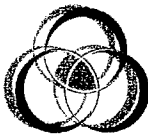


Accepted by:

**SOLAR CAPITAL LTD.,**  
as Collateral Agent

By:   
Name: Cedric Henley  
Title: Authorized Signatory








**Schedule 1**  
**Trademark Registrations/Applications**

Owner	Mark	Country	App. No./ Serial No./ Filing Date	Reg. No./ Reg. Date
Transplace Mexico, LLC	CLEARDIRECT CLEARDIRECT	US Federal	85-334635 May 31, 2011	
Transplace Texas, LP	DENSE NETWORK EFFICIENCY	US Federal	75-941614 March 10, 2000	2,656,924 December 3, 2002
Transplace Texas, LP	GOT RFP? GOT RFP?	US Federal	77-701667 March 29, 2009	3,883,613 November 30, 2010
Transplace Mexico, LLC	SHIPDIRECT SHIPDIRECT	US Federal	85-334638 May 31, 2011	
Transplace Mexico, LLC	STOCKDIRECT STOCKDIRECT	US Federal	85-334641 May 31, 2011	
Transplace Texas, LP	TRANSPLACE	US Federal	76-102714 August 3, 2000	2,782,329 November 11, 2003
Transplace Texas, LP	TRANSPLACE (Stylized) <b>TRANSPLACE</b>	US Federal	78-789782 January 11, 2006	3,283,830 August 21, 2007
Transplace Texas, LP	TRANSPLACE PAY ON- DEMAND <small>TRANSPLACE PAY ON DEMAND</small>	US Federal	77-207475 June 15, 2007	3,489,793 August 19, 2008
Transplace Texas, LP	TRANSPLACE THE 3PL & TECHNOLOGY COMPANY (Stylized) <b>TRANSPLACE</b> <small>The 3PL &amp; Technology Company</small>	US Federal	78-789764 January 11, 2006	3,304,299 October 2, 2007
Transplace Texas, LP	TRANSPLACE	US State NE	N/A	10,028,804 November 1, 2001
Transplace Texas, LP	CIRCLES DESIGN 	Canada	1116067-00 September 19, 2001	TMA642187 June 16, 2005
Transplace Mexico, LLC	CLEARDIRECT	Canada	1530931-00 June 8, 2011	
Transplace Mexico, LLC	SHIPDIRECT	Canada	1530930-00 June 8, 2011	
Transplace Mexico, LLC	STOCKDIRECT	Canada	1530932-00 June 8, 2011	
Transplace Texas, LP	TRANSPLACE	Canada	1091349-00 February 1, 2001	TMA595515 November 24, 2003
Transplace Texas, LP	TRANSPLACE DESIGN <b>TRANSPLACE</b>	Canada	1288780-00 January 26, 2006	TMA687851 May 16, 2007
Transplace Texas, LP	TRANSPLACE PAY ON- DEMAND	Canada	1356723-00 July 17, 2007	

TRADEMARK SECURITY AGREEMENT (TRANSPLACE) – SCHEDULE 1

Doc#: US1:7318061v7

**TRADEMARK**  
**REEL: 004649 FRAME: 0263**

Owner	Mark	Country	App. No./ Serial No./ Filing Date	Reg. No./ Reg. Date
Transplace Texas, LP	TRANSPLACE THE 3PL & TECHNOLOGY COMPANY & DESIGN 	Canada	1288781-00 January 26, 2006	TMA733828 February 3, 2009
Transplace Texas, LP	MISCELLANEOUS DESIGN 	Mexico	507588 September 19, 2001	775311 January 28, 2003
Transplace Texas, LP	MISCELLANEOUS DESIGN 	Mexico	708262 March 17, 2005	922682 February 28, 2006
Transplace.com, LLC	TRANSPLACE	Mexico	469593 February 6, 2001	698701 May 18, 2001
Transplace Texas, LP	TRANSPLACE	Mexico	469592 February 6, 2001	728253 December 13, 2001
Transplace Texas, LP	TRANSPLACE <b>TRANSPLACE</b>	Mexico	761659 January 20, 2006	952309 September 14, 2006
Transplace Texas, LP	TRANSPLACE PAY ON- DEMAND <small>TRANSPLACE PAY ON-DEMAND</small>	Mexico	867660 July 11, 2007	1028161 February 29, 2008
Transplace Texas, LP	TRANSPLACE THE TECHNOLOGY COMPANY  	Mexico	973809 November 12, 2008	1076030 December 4, 2008
Transplace Texas, LP	CLEARDIRECT	Mexico	1172772 April 19, 2011	
Transplace Texas, LP	SHIPDIRECT	Mexico	1172773 April 19, 2011	
Transplace Texas, LP	STOCKDIRECT	Mexico	1172771 April 19, 2011	
Transplace.com, LLC	TRANSPLACE.COM 	Mexico	489590 February 6, 2001	699807 May 29, 2001
Transplace Texas, LP	TRANSPLACE.COM 	Mexico	469591 February 6, 2001	728252 December 13, 2001
Transplace.com, LLC	TRANSPLACE	CTM	2063469 January 30, 2001	June 5, 2002
Transplace.com, LLC	TRANSPLACE.COM 	CTM	2079366 January 31, 2001	April 19, 2002

### Trademark Licenses

None.

TRADEMARK SECURITY AGREEMENT (TRANSPLACE) – SCHEDULE 1

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RECORDED: 10/27/2011

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