

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transcore, LP		03/31/2011	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Transcore Commercial Services, LLC		
Street Address:	11000 SW Stratus Street		
Internal Address:	Suite 200		
City:	Beaverton		
State/Country:	OREGON		
Postal Code:	97008		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2504077	KEYPOINT	
CORRESPONDENCE DATA			
Fax Number:	(215)751-1142		
Phone:	215-567-2010		
Email:	trademarks@crbcp.com, crbcpltd@gmail.com, esmarzluf@crbcp.com, ebrobinson@crbcp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Eric S. Marzluf		
Address Line 1:	1635 Market Street		
Address Line 2:	11th Floor, Seven Penn Center		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2212		
ATTORNEY DOCKET NUMBER:	T1142/30177		
NAME OF SUBMITTER:	Eric S. Marzluf		

CH \$40.00 2504077

Signature:	/E.S. Marzluf/
Date:	11/02/2011
Total Attachments: 4 source=T114230177 Assignment#page1.tif source=T114230177 Assignment#page2.tif source=T114230177 Assignment#page3.tif source=T114230177 Assignment#page4.tif	

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into this 31st 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]

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Freight Matching IP Assets

Trademarks

Mark	Registration # / Application #	Country
KEYPOINT	2,504,077	United States

[Signature Page to the Contribution Agreement]