

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TransCore CNUS, Inc.		03/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Link Logistics Holding LLC		
Street Address:	8158 Adams Drive		
Internal Address:	Liberty Centre Building 200		
City:	Hummelstown		
State/Country:	PENNSYLVANIA		
Postal Code:	17036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3070247	LINKTRAK	
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:	T1142/10037 (CNUS-LINK)		
NAME OF SUBMITTER:	Eric S. Marzluf		

Signature:	/E.S. Marzluf/
Date:	01/12/2012
Total Attachments: 4 source=T114210037 Contribution Agreement (CNUS-LINK)#page1.tif source=T114210037 Contribution Agreement (CNUS-LINK)#page2.tif source=T114210037 Contribution Agreement (CNUS-LINK)#page3.tif source=T114210037 Contribution Agreement (CNUS-LINK)#page4.tif	

## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into this 31<sup>st</sup> day of March, 2011 between Transcore CNUS, Inc., a Delaware corporation ("CNUS") and Link Logistics Holding LLC, a Delaware limited liability company ("Link Hold Co").

WHEREAS, CNUS currently owns all of the membership interests (the "TNS Equity Interests") of Transcore Nova Scotia Corp., a Nova Scotia corporation ("TNS");

WHEREAS, as a result of (i) the merger of TC License, Ltd. ("TCL") into Transcore, LP, a Delaware limited partnership ("TLP") and (ii) the contribution of assets from TLP to CNUS, CNUS currently owns all of the intellectual property assets as set forth on Schedule A hereto and all goodwill associated therewith or symbolized thereby previously held by TCL (collectively, the "IP Assets"); and

WHEREAS, the Board of Directors of CNUS has determined that it is in the best interests of CNUS to contribute the TNS Equity Interests and the IP Assets to Link Hold Co., and the Board of Managers of Link Hold Co has determined that it is in the best interests of Link Hold Co to accept the TNS Equity Interests and the IP Assets from CNUS; and

WHEREAS, CNUS desires to contribute the TNS Equity Interests and the IP Assets to Link Hold Co and Link Hold Co desires to accept the contribution of the TNS Equity Interests and the IP Assets, 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.* CNUS hereby contributes, transfers, assigns, and delivers to Link Hold Co all of its right, title and interest in, to and under the TNS Equity Interests and the IP Assets. Link Hold Co hereby accepts all right, title and interest of CNUS in, to and under the TNS Equity Interests and the IP Assets.
2. *Representations and Warranties of CNUS.* CNUS represents and warrants to Link Hold Co 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 CNUS, INC.**

By: TransCore, LP, *its sole member*

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

**LINK LOGISTICS HOLDING CORPORATION**

By: Transcore CNUS, Inc., *its sole member*

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

Schedule A

Intellectual Property Assets

Trademarks

Mark	Registration #	Country
LINKTRAK	3,070,247	United States

(NY) 17905/012/AGTS/contribution.sgi.CNUS.NewHoldCo.doc