

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
Link Logistics Holding LLC		03/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Transcore Link Logistics Corporation		
Street Address:	6660 Kennedy Road		
Internal Address:	Suite 205		
City:	Mississauga		
State/Country:	CANADA		
Postal Code:	L5T2M9		
Entity Type:	CORPORATION: NOVA SCOTIA		
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 (LINK-TLL)		
DOMESTIC REPRESENTATIVE			

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Name: Caesar, Rivise, Bernstein, Cohen, et al.
Address Line 1: 1635 Market Street
Address Line 2: 11th Floor, Seven Penn Center
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2212

NAME OF SUBMITTER:	Eric S. Marzluf
Signature:	/E.S. Marzluf/
Date:	01/12/2012

Total Attachments: 4
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CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into this 31st day of March, 2011 between Link Logistics Holding LLC, a Delaware limited liability company ("LL Holding"), and Transcore Link Logistics Corporation, a Nova Scotia corporation ("TLL").

WHEREAS, as a result of (i) the merger of TC License, Ltd. ("TCL") into Transcore, LP, a Delaware limited partnership ("TLP"), (ii) the contribution of assets from TLP to Transcore CNUS, Inc., a Delaware corporation ("CNUS") and (iii) the contribution of assets from CNUS to LL Holding, LL Holding 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");

WHEREAS, the Board of Managers of LL Holding has determined that it is in the best interests of LL Holding to contribute the IP Assets to TLL, and the Board of Directors of TLL has determined that it is in the best interests of TLL to accept the IP Assets from LL Holding; and

WHEREAS, LL Holding desires to contribute the IP Assets to TLL and TLL desires to accept the contribution of 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.* LL Holding hereby contributes, transfers, assigns, and delivers to TLL all of its right, title and interest in, to and under the IP Assets. TLL hereby accepts all right, title and interest of LL Holding in, to and under the IP Assets.
2. *Representations and Warranties of LL Holding.* LL Holding represents and warrants to TLL 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.

**LINK LOGISTICS HOLDING
CORPORATION**

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

**TRANSCORE LINK LOGISTICS
CORPORATION**

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

[Signature Page to the Contribution Agreement]

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**TRADEMARK
REEL: 004697 FRAME: 0753**

Schedule A

Intellectual Property Assets

Trademarks

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

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