

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
RoadLink USA, Inc.		12/28/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RTS Holdings, LLC		
Street Address:	1 Kellaway Drive		
City:	Randolph		
State/Country:	MASSACHUSETTS		
Postal Code:	02368		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3677447	PORT TO FLOOR	
Registration Number:	3435890	R ROADLINK	
Registration Number:	3497405	INTERMODALOGISTICS	
Registration Number:	3435328	ROADLINK	
Registration Number:	2636253	ROADPERKS	
Registration Number:	2832244	ROADLINK USA	
Registration Number:	1454644	ROAD LINK	
CORRESPONDENCE DATA			
Fax Number:	6177224999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179736188		
Email:	jlynch@pbl.com		
Correspondent Name:	Jennifer Lynch		
Address Line 1:	800 Boylston Street		
Address Line 2:	Posternak Blankstein Lund LLP		

OP \$190.00 3677447

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER: 18760.1

NAME OF SUBMITTER: Jennifer Lynch for Gary W. Smith

Signature: /Jennifer Lynch/

Date: 01/14/2013

Total Attachments: 4
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 28, 2012, is made by RoadLink USA, Inc. ("**Seller**"), a Delaware corporation, located at 1 Kellaway Drive, Randolph, Massachusetts 02368, in favor of RTS Holdings, LLC ("**Buyer**"), a Delaware limited liability company, located at 1 Kellaway Drive, Randolph, Massachusetts 02368.

WHEREAS, under the terms of that certain Asset Purchase Agreement by and between Seller and Buyer, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing/the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to

and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be altered, amended or superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

Roadlink USA, Inc.

By: 

Name: David M. McLaughlin

Title: Chief Operating Officer

Address for Notices:

1 Kellaway Drive

Randolph, Massachusetts 02368

AGREED TO AND ACCEPTED:

RTS Holdings, LLC

By: 

Name: Kendall P. Kellaway, Jr.

Title: President and CEO

Address for Notices:

1 Kellaway Drive

Randolph, Massachusetts 02368