

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	Security Agreement																								
CONVEYING PARTY DATA																									
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Livingston International, Inc.</td> <td></td> <td>04/18/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Livingston International Technology Services Corporation</td> <td></td> <td>04/18/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>South Ranch, Inc.</td> <td></td> <td>04/18/2013</td> <td>CORPORATION: NEW YORK</td> </tr> <tr> <td>Norman G. Jensen, Inc.</td> <td></td> <td>04/18/2013</td> <td>CORPORATION: MINNESOTA</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Livingston International, Inc.		04/18/2013	CORPORATION: DELAWARE	Livingston International Technology Services Corporation		04/18/2013	CORPORATION: DELAWARE	South Ranch, Inc.		04/18/2013	CORPORATION: NEW YORK	Norman G. Jensen, Inc.		04/18/2013	CORPORATION: MINNESOTA					
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Norman G. Jensen, Inc.		04/18/2013	CORPORATION: MINNESOTA																						
RECEIVING PARTY DATA																									
Name:	Royal Bank of Canada, as Second Lien Collateral Agent																								
Street Address:	20 King Street West, 4th Floor																								
City:	Toronto																								
State/Country:	CANADA																								
Postal Code:	M5H 1C4																								
Entity Type:	CORPORATION: CANADA																								
PROPERTY NUMBERS Total: 7																									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2155264</td> <td>INSIGHT</td> </tr> <tr> <td>Registration Number:</td> <td>3742394</td> <td>SMARTBORDER</td> </tr> <tr> <td>Registration Number:</td> <td>3812310</td> <td>JENSEN MARINE SERVICES</td> </tr> <tr> <td>Registration Number:</td> <td>2513559</td> <td>GLOBAL TRADE MANAGEMENT</td> </tr> <tr> <td>Registration Number:</td> <td>2663864</td> <td>TRADEPRISM</td> </tr> <tr> <td>Registration Number:</td> <td>2480919</td> <td>TRADESPHERE</td> </tr> <tr> <td>Registration Number:</td> <td>2229602</td> <td>VASTERA</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	2155264	INSIGHT	Registration Number:	3742394	SMARTBORDER	Registration Number:	3812310	JENSEN MARINE SERVICES	Registration Number:	2513559	GLOBAL TRADE MANAGEMENT	Registration Number:	2663864	TRADEPRISM	Registration Number:	2480919	TRADESPHERE	Registration Number:	2229602	VASTERA	
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Registration Number:	2229602	VASTERA																							
CORRESPONDENCE DATA																									
Fax Number: <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																									

OP \$190.00 2155264

Phone: 212-318-6493  
Email: david.adams@thomsonreuters.com  
Correspondent Name: Robin Riley  
Address Line 1: 75 East 55th Street  
Address Line 4: New York, NEW YORK 10022

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

**NAME OF SUBMITTER:**

Robin Riley

**Signature:**

/David Adams TR/

**Date:**

04/24/2013

**Total Attachments: 8**

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## SECOND LIEN U.S. TRADEMARK SHORT FORM SECURITY AGREEMENT

SECOND LIEN U.S. TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of April 18, 2013, (this “**Agreement**”), among Livingston International, Inc., a Delaware corporation, South Ranch, Inc., a New York corporation, Norman G. Jensen, Inc., a Minnesota corporation, and Livingston International Technology Services Corporation, a Delaware corporation (each a “**Grantor**”) and ROYAL BANK OF CANADA, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien U.S. Security Agreement dated as of April 18, 2013 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Livingston International Inc. (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of April 18, 2013 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Guarantors from time to time party thereto, Royal Bank of Canada, as Administrative Agent and Collateral Agent, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by each Grantor or in which each Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”): all of the following now owned or hereafter acquired by each Grantor arising under the laws of the United States or Canada: (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations and recording applications filed in connection therewith, including registrations and recording applications in the United States Patent and Trademark Office or the Canadian Intellectual Property Office or any similar offices in any State of the United States or Canada, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and (b) all goodwill associated with or symbolized by the Trademarks, in each case of (a) and (b), excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 3. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the lien and security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the

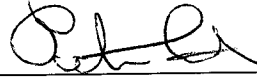
event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Supplement, the provisions of the Intercreditor Agreement shall control.


SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

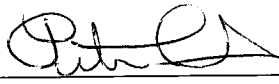
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

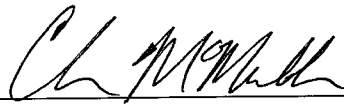
**LIVINGSTON INTERNATIONAL, INC.,**  
as a Grantor

By:   
Name: Peter Luit  
Title: President and Chief Executive Officer


By:   
Name: Christopher McMullen  
Title: Chief Financial Officer


**LIVINGSTON INTERNATIONAL  
TECHNOLOGY SERVICES CORPORATION,**  
as a Grantor

By:   
Name: Peter Luit  
Title: President and Chief Executive Officer


By:   
Name: Christopher McMullen  
Title: Chief Financial Officer


**SOUTH RANCH, INC.,**  
as a Grantor

By:   
Name: Peter Luit  
Title: President and Chief Executive Officer

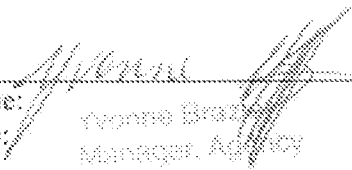
By:   
Name: Christopher McMullen  
Title: Chief Financial Officer

**NORMAN G. JENSEN, INC.,**  
as a Grantor

By:   
Name: Peter Luit  
Title: President and Chief Executive Officer

By:   
Name: Christopher McMullen  
Title: Chief Financial Officer

ROYAL BANK OF CANADA,  
as Collateral Agent

By:   
Name: Terence Brazier  
Title: Manager, Agency

## Schedule I

**United States and Canadian Trademark Registrations and Trademark Applications**

<b><u>Mark</u></b>	<b><u>Country</u></b>	<b><u>Owner</u></b>	<b><u>Reg. No.</u> <u>App. No.</u></b>
INSIGHT	U.S.	Livingston International, Inc.	2,155,264
SMARTBORDER	U.S.	South Ranch, Inc.	3,742,394
JENSEN MARINE SERVICES	U.S.	Norman G. Jensen, Inc.	3,812,310
GLOBAL TRADE MANAGEMENT	U.S.	Vastera, Inc. (name change to Livingston International Technology Services Corporation pending recordation)	2,513,559
TRADEPRISM	U.S.	Vastera, Inc. (name change to Livingston International Technology Services Corporation pending recordation)	2,663,864
TRADESPHERE	U.S.	Vastera, Inc. (name change to Livingston International Technology Services Corporation pending recordation)	2,480,919
VASTERA	U.S.	Vastera, Inc. (name change to Livingston International Technology Services Corporation pending recordation)	2,229,602
VASTERA	Canada	JPMorgan Chase Vastera Inc. (name change to Livingston International Technology Services Corporation pending recordation)	567,206
ADMINSERV	Canada	Livingston International, Inc.	709,275



**ITEM 1 (cont'd)**  
**to Trademarks Recordation Form Cover Sheet**

**Additional Parties**

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
Livingston International Technology Services Corporation	Delaware	Corporation	USA-Delaware
South Ranch, Inc.	New York	Corporation	USA-New York
Norman G. Jensen, Inc.	Minnesota	Corporation	USA-Minnesota