

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EAGLE PARTNERS, L.P.		05/02/2013	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	LAW DEBENTURE TRUST COMPANY OF NEW YORK		
Street Address:	400 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Purpose Trust Company: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2778214	EGL EAGLE GLOBAL LOGISTICS	
Registration Number:	2750860	EGL	
Registration Number:	3159736	SCG THE SELECT CARRIER GROUP	
Registration Number:	2953404	SCG THE SELECT CARRIER GROUP	
Registration Number:	2684350	EGL	
Registration Number:	2665092	EGL	
Registration Number:	2699300	EGL EAGLE GLOBAL LOGISTICS	
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>			
Email:	jfanelly@paulweiss.com, emendes@paulweiss.com		
Correspondent Name:	James Fanelly		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		

TRADEMARK

ATTORNEY DOCKET NUMBER:	20443-001
NAME OF SUBMITTER:	James Fanelly
Signature:	/James Fanelly/
Date:	05/07/2013
<p>Total Attachments: 6 source=Trademark Security Agreement (Second Lien)#page1.tif source=Trademark Security Agreement (Second Lien)#page2.tif source=Trademark Security Agreement (Second Lien)#page3.tif source=Trademark Security Agreement (Second Lien)#page4.tif source=Trademark Security Agreement (Second Lien)#page5.tif source=Trademark Security Agreement (Second Lien)#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT dated as of May 2, 2013 (this “**Agreement**”), among EAGLE PARTNERS, L.P., and LAW DEBENTURE TRUST COMPANY OF NEW YORK, as Collateral Agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the U.S. Collateral Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among CEVA Limited, each U.S. subsidiary of CEVA Limited from time to time party thereto, and the Collateral Agent and (b) the Indenture dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Indenture**”), among CEVA Group Plc, the Guarantors named therein from time to time, Wilmington Trust, National Association, as trustee, registrar and paying agent and the Collateral Agent, as collateral agent and relating to those certain 10% Second Lien Secured PIK Notes due 2023 described therein. The undersigned subsidiaries of CEVA Limited are executing and delivering this Agreement pursuant to the terms of the Indenture to induce potential investors to purchase the Securities. The undersigned subsidiaries of CEVA Limited are affiliates of the Company, will derive substantial benefits from the sale of the Securities and are willing to execute and deliver this Agreement in order to induce potential investors to purchase the Securities. 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 Collateral Agreement. The rules of construction specified in Section 1.03 of the Indenture 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 Secured Guarantee, each Pledgor party hereto, pursuant to the Collateral Agreement, did and hereby does assign and grant to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Junior Priority Senior Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an

Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all extensions or renewals thereof, including those listed on Schedule I (the “*Trademarks*”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing described in clauses (a) and (b); and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing described in clauses (a), (b) and (c), including damages and payments for past or future infringement thereof.

Section 3. Collateral Agreement. 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 Collateral Agreement. Each Pledgor party hereto 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 Collateral 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 Collateral Agreement, the terms of the Collateral 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.

EAGLE PARTNERS, L.P.,

by

DocuSigned by:

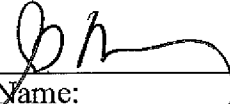
Matt Ryan

Name: Matthew Ryan

Title: President

LAW DEBENTURE TRUST COMPANY OF
NEW YORK, as Collateral Agent,

by

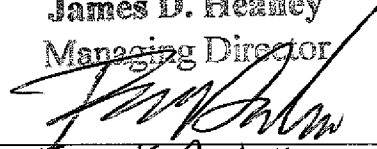


Name:

Title: James D. Heaney

Managing Director

by



Name: FRANK Godino

Title: Vice President

Schedule 1 to the
Trademark Security Agreement*

Trademark Information	Country	Owner	Goods/Services	Status	H&B Ref.
EGL EAGLE GLOBAL LOGISTICS (and Design) Serial No. 76/136,441 Filing Date: September 27, 2000 Reg. No. 2,778,214 Reg. Date: October 28, 2003	United States	Eagle Partners L.P.	IC35: Inventory management services, namely, pick and pack inventory control, and packaging articles to the order and specification of others; business process re-engineering for supply chains; order fulfillment services. IC39: Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air, and sea; warehousing and storage of freight.	<i>Registered</i> October 28, 2013 – Section 8&9 Renewal Declaration due. Proof of use required.	34539.230
EGL (and Design) Serial No. 76/136,434 Filing Date: September 27, 2000 Reg. No. 2,750,860 Reg. Date: August 12, 2003	United States	Eagle Partners L.P.	IC39: Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air, and sea; warehousing and storage of freight.	<i>Registered</i> August 12, 2013 – Section 8&9 Renewal Declaration due. Proof of use required.	34539.238
SCG THE SELECT CARRIER GROUP (and Design) Serial No. 78/243,479 Filing Date: April 29, 2003 Reg. No. 3,159,736 Reg. Date: October 17, 2006	United States	Eagle Partners L.P.	IC35: Inventory management services, namely, pick and pack inventory control, and packaging articles to the order and specification of others; business process re-engineering for supply chains; order fulfillment services; computerized tracking and tracing of packages in transit.	<i>Registered</i> <i>Lapsing at Section 8 & 15 deadline of April 17, 2013.</i> (Proof of use required)	34539.240
SCG THE SELECT CARRIER GROUP (and Design) Serial No. 78/243,480 Filing Date: April 29, 2003 Reg. No. 2,953,404 Reg. Date: May 17, 2005	United States	Eagle Partners L.P.	IC39: Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air and sea; warehousing and storage of freight.	<i>Registered</i> May 17, 2015 – Section 8&9 Renewal Declaration due.	34539.241
EGL (and Design) Serial No. 76/136,442 Filing Date: September 27, 2000 Reg. No. 2,684,350 Reg. Date: February 4, 2003	United States	Eagle Partners L.P.	IC36: Customs brokerage services.	<i>Registered</i>	34539.226
EGL Serial No. 75/981,761 Filing Date: September 27, 2000 Reg. No. 2,665,092 Reg. Date: December 24, 2002	United States	Eagle Partners L.P.	IC39: Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air and sea; warehousing and storage of freight.	<i>Registered</i>	34539.235

Trademark Information	Country	Owner	Goods/Services	Status	H&B Ref.
EGL EAGLE GLOBAL LOGISTICS Serial No. 76/136,563 Filing Date: September 27, 2000 Reg. No. 2,699,300 Reg. Date: March 25, 2003	United States	Eagle Partners L.P.	IC39: Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air, and sea; warehousing and storage of freight.	<i>Registered</i>	34539.237480