

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Agent Succession		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oaktree Mezz III DCLI CTB, LLC, as the existing Agent		05/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as the successor Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3909989	DIRECT CHASSISLINK	
Registration Number:	3909990	CHASSIS LINK	
Registration Number:	3998992	CHASSISLINK	
Registration Number:	3999028	DCLI	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Daniel E. Stroik, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	20370-3059		

CH \$115.00 3909989

NAME OF SUBMITTER:	Daniel E. Stroik
Signature:	/Daniel E. Stroik/
Date:	06/04/2013
<b>Total Attachments: 4</b> source=Successor Agent_ TM Security Agreement#page1.tif source=Successor Agent_ TM Security Agreement#page2.tif source=Successor Agent_ TM Security Agreement#page3.tif source=Successor Agent_ TM Security Agreement#page4.tif	

**AGENT SUCCESSION  
(Trademarks)**

**May 31, 2013**

This AGENT SUCCESSION (Trademarks), dated as of May 31, 2013, is made by OAKTREE MEZZ III DCLI CTB, LLC (the “Existing Agent”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as successor to the Existing Agent (the “Successor Agent”) whose office is at 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402.

**WITNESSETH**

**WHEREAS**, DIRECT CHASSISLINK, INC., a Delaware corporation ( “Borrower”) granted a security interest (the “Security Interest”) in certain of its Intellectual Property, including the trademarks (the “Marks”) listed in the attached Exhibit A to the Existing Agent pursuant to the Second Lien Guaranty and Security Agreement (the “Security Agreement”) executed in connection with that certain Credit Agreement dated as of March 20, 2012 (the “Credit Agreement”) among Borrower, the other persons party thereto designated as Credit Parties, the Existing Agent, and the purchasers of notes listed on the signature pages thereto as lenders (together with their respective successors and permitted assigns, collectively, the “Lenders”);

**WHEREAS**, pursuant to the Security Agreement, Borrower executed a Second Lien Trademark Security Agreement, dated as of March 20, 2012, in favor of the Existing Agent, which was recorded in the United States Patent and Trademark Office (“USPTO”) on March 22, 2012 at Reel/Frame No. 004741/0276;

**WHEREAS**, the Security Agreement has been amended and restated by the Amended & Restated Second Lien Guaranty and Security Agreement (the “Amended & Restated Security Agreement”), executed in connection with the amendment and restatement of the Credit Agreement by that certain Amended & Restated Credit Agreement, dated as of May 31, 2013, among Borrower, the other persons party thereto designated as Credit Parties, the Successor Agent, and the Lenders (as amended, supplemented, waived or otherwise modified from time to time, the “Amended & Restated Credit Agreement”; terms defined in the Amended & Restated Security Agreement and the Amended & Restated Credit Agreement being used herein as therein defined); and

**WHEREAS**, the Existing Agent has been succeeded by the Successor Agent, as Agent under the Amended & Restated Credit Agreement and the other Loan Documents pursuant to that certain Successor Agent Agreement, dated as of the date hereof, among Borrower, the other Credit Parties party thereto, the Existing Agent, the Successor Agent, and the Lenders.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Existing Agent hereby assigns to the Successor Agent, as newly appointed Agent under the Amended & Restated Credit Agreement and the other Loan Documents, all of the Existing Agent’s right, title and interest in and to the Existing Agent’s Security Interest in the Marks, including the trademarks listed in the attached Exhibit A.

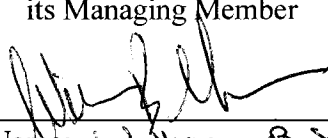
[Signature pages follow]

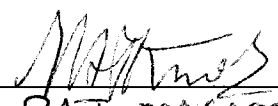
**IN WITNESS WHEREOF**, the Existing Agent and the Successor Agent by their duly authorized signatories have duly executed, acknowledged and delivered this Agent Succession as of the date first above written.

**OAKTREE MEZZ III DCLI CTB, LLC,**  
as Existing Agent

By: Oaktree Fund GP IIA, LLC,  
its Manager

By: Oaktree Fund GP II, L.P.,  
its Managing Member

By:   
Name: William B SAUER  
Title: Authorized Signatory

By:   
Name: RAJ MAKAM  
Title: Authorized Signatory

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Successor Agent**

By:   
Name: \_\_\_\_\_  
Title: Authorized Signatory

**Jeffery Rose  
Vice President**

**EXHIBIT A**  
**TRADEMARKS**

- DIRECT CHASSISLINK (Reg. No. 3,909,989, January 25, 2011)
- CHASSIS LINK & Design (Reg. No. 3,909,990, January 25, 2011)
- CHASSISLINK (Reg. No. 3,998,992, July 19, 2011)
- DCLI (Reg. No. 3,999,028, July 19, 2011)