TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transplace Texas, L.P. composed of CI (Transplace) GP, LLC		06/11/2013	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Prospect Capital Corporation
Street Address:	10 East 40th Street, 44th Floor
Internal Address:	Attention: General Counsel and Richard Carratu
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2656924	DENSE NETWORK EFFICIENCY
Registration Number:	3883613	GOT RFP?
Registration Number:	2782329	TRANSPLACE
Registration Number:	3283830	TRANSPLACE
Registration Number:	3489793	TRANSPLACE PAY ON-DEMAND
Registration Number:	3304299	TRANSPLACE THE 3PL & TECHNOLOGY COMPANY
Registration Number:	4326646	FAM
Registration Number:	4265923	FREIGHT ALLOCATION MODULE

CH $215.00 2656924

CORRESPONDENCE DATA

Fax Number: 2027393001
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-739-5652

Email:	chowell@morganlewis.com
Correspondent Name:	Catherine R. Howell, Senior Paralegal
Address Line 1:	1111 Pennsylvania Ave., N.W. Attn: TMSU
Address Line 2:	Morgan, Lewis & Bockius LLP
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	06/12/2013

Total Attachments: 6
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EXECUTION VERSION

Trademark Security Agreement

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 11, 2013, is made by **TRANSPLACE TEXAS, LP** ("Loan Party") in favor of **PROSPECT CAPITAL CORPORATION**, as administrative agent for the Purchasers party to the Senior Secured Loan Agreement (defined below) (in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Senior Secured Loan Agreement, dated as of June 11, 2013 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Senior Secured Loan Agreement"), among GTP OPERATIONS, LLC (formerly known as CI (TRANSPLACE) HOLDINGS, LLC), a Delaware limited liability company ("Transplace"), TREETOP MERGER SUB, LLC, a Delaware limited liability company ("Merger Sub"), TRANSPLACE, LLC, a Delaware limited liability company ("Intermediate Holdings"), CI (TRANSPLACE) INTERNATIONAL, LLC, a Delaware limited liability company ("CI Transplace"), TRANSPLACE FREIGHT SERVICES, LLC, a Delaware limited liability company ("Transplace Freight"), TRANSPLACE TEXAS, LP, a Texas limited partnership ("Transplace Texas"), TRANSPLACE STUTTGART, LP, a Texas limited partnership ("Transplace Stuttgart"), TRANSPLACE INTERNATIONAL, INC., a Nevada corporation ("Transplace International"), CELTIC INTERNATIONAL, LLC, a Delaware limited liability company ("Celtic", and collectively with Transplace, Merger Sub, Intermediate Holdings, CI Transplace, Transplace Freight, Transplace Texas, Transplace Stuttgart and Transplace International, "Borrower"), the Guarantors party thereto, the Purchasers party thereto, and Agent, the Purchasers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Security Agreement, dated as of June 11, 2013 (as such agreement may be amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), among Borrower, each Guarantor that is a party thereto, and Agent, Loan Party has granted to Agent for the benefit of the Purchasers a security interest in all Intellectual Property, including the Trademarks and exclusive Licenses thereof (other than Excluded Property);

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and Agent to enter into the Senior Secured Loan Agreement and to induce the Purchasers to make their respective extensions of credit to the Borrower thereunder, Loan Party hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Loan Party, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Loan Party, hereby

TRADEMARK
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mortgages, pledges and hypothecates to Agent for the benefit of the Purchasers, and grants to Agent for the benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Loan Party (the "Trademark Collateral"):

(a) each Trademark (and exclusive License with respect to Trademarks) referred to on Schedule 1 hereto, but excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and Loan Party hereby acknowledges and agrees that the rights and remedies of Agent (for the ratable benefit of the Purchasers) with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Loan Party Remains Liable. Loan Party hereby agrees that, anything herein to the contrary notwithstanding, Loan Party shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and any contractual obligations granting any right, title and interest in or relating to any Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. Any number of counterparts of this Trademark Security Agreement and the other Purchase Documents, including facsimiles, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

Section 6. Governing Law. THE INTERNAL LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST).

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LOAN PARTY:

TRANSPLACE TEXAS, LP
a Texas limited partnership

By: CI (Transplace) GP, LLC
its sole general partner

By: Jill Raker
Name: Jill Raker
Title: Vice President

STATE OF New York }
} ss:
COUNTY OF Westchester}

Before me, the undersigned, a Notary Public of the State of New York, personally appeared Jill Raker, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, having been sworn by me according to law, did depose and say s/he was the Vice President of CI (Transplace) GP, LLC, the sole general partner of Transplace Texas, LP and did acknowledge the execution of the foregoing Trademark Security Agreement.

I HEREBY SET my hand and notarial seal this 11th day of June, 2013.

Sarah A. Savit
Notary

SARAH A. SAVIT
Notary Public, State of New York
No. 4938092
Qualified in Nassau County
Commission Expires July 18, 2014

ACCEPTED AND AGREED
as of the date first above written:

PROSPECT CAPITAL CORPORATION, as Agent

By: _____
Name: M. Grier Eliasek
Title: President and Chief Operating Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Registration Number	Owner
DENSE NETWORK EFFICIENCY	2,656,924	Transplace Texas, LP
FREIGHT ALLOCATION MODULE	4,265,923	Transplace Texas, LP
GOT RFP?	3,883,613	Transplace Texas, LP
TRANSPLACE	2,782,329	Transplace Texas, LP
TRANSPLACE (Stylized) TRANSPLACE	3,283,830	Transplace Texas, LP
TRANSPLACE PAY ON-DEMAND TRANSPLACE PAY ON-DEMAND	3,489,793	Transplace Texas, LP
TRANSPLACE THE 3PL & TECHNOLOGY COMPANY (Stylized) TRANSPLACE The 3PL & Technology Company	3,304,299	Transplace Texas, LP
FAM	4326646	Transplace Texas, LP

2. TRADEMARK APPLICATIONS

None.

3. EXCLUSIVE LICENSES

None.