

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Trademarks)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transplace Texas, LP		06/11/2013	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as agent
Street Address:	901 Main Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3714
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2656924	DENSE NETWORK EFFICIENCY
Registration Number:	4265923	FREIGHT ALLOCATION MODULE
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

CORRESPONDENCE DATA

Fax Number: 8004325298
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: jdavis@edwardswildman.com
 Correspondent Name: Jessica Davis

CH \$215.00 2656924

Address Line 1: 2800 Financial Plaza
Address Line 2: Edwards Wildman Palmer LLP
Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER: 202164.0044

NAME OF SUBMITTER: Jessica Davis

Signature: /JDavis/

Date: 06/18/2013

Total Attachments: 5
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SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS) dated as of June 11, 2013 (this “Security Agreement”), is by and between Transplace Texas, LP, a Texas limited partnership (the “Grantor”), and Bank of America, N.A., as agent (the “Agent”).

WHEREAS the Grantor is the owner and user of the registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A as owned and used by the Grantor (collectively, the “Trademarks”);

WHEREAS the Grantor, CI (Transplace) International, LLC, a Delaware limited liability company (“International Holdings”), Transplace Stuttgart, LP, a Texas limited partnership (“Transplace Stuttgart”), Transplace International, Inc., a Nevada corporation (“Transplace International”), Transplace Freight Services, LLC, a Delaware limited liability company (“Transplace Freight”), and Celtic International, LLC, a Delaware limited liability company (“Celtic”, and collectively with the Grantor, International Holdings, Transplace Stuttgart, Transplace International, Transplace Freight, and Celtic, the “Borrowers”), GTP Operations, LLC, a Delaware limited liability company (“Holdings”), Transplace Corporation, Inc., a Delaware corporation (“Transplace Corporation”), Transplace, LLC, a Delaware limited liability company (“Transplace LLC”), CI (Transplace) GP, LLC, a Delaware limited liability company (“Transplace GP”), CI (Transplace) Stuttgart GP, LLC, a Delaware limited liability company (“Stuttgart GP”), CI (Transplace) LP, LLC, a Delaware limited liability company (“Transplace LP”), Transplace Mexico, LLC, a Nevada limited liability company (“Transplace Mexico”), Transplace Holdings, Inc., a Delaware corporation (“Parent”) and CI AIV Blocker, Inc., a Delaware corporation (“Blocker”, and collectively with Holdings, Transplace Corporation, Transplace LLC, Transplace GP, Stuttgart GP, Transplace LP, Transplace Mexico and Parent, the “Guarantors”, and together with the Borrowers, the “Obligors”), have entered into that certain Loan and Security Agreement dated as of June 11, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and among the Obligors, the lenders from time to time party thereto (the “Lenders”), and the Agent, pursuant to which the Grantor has granted to the Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement), a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Loan Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantor’s right, title and interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

The Grantor hereby reconfirms the terms of the Loan Agreement. The Grantor further hereby pledges and mortgages to the Agent, and grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the Grantor’s right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Grantor’s rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the “Trademark Collateral”).

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor pursuant hereto secures the payment of all Obligations (as defined in the Loan Agreement) now

or hereafter existing under or in respect of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Loan Agreement, and the Grantor and the Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the Grantor and the Agent have caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

TRANSPLACE TEXAS, LP,
a Texas limited partnership

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

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

[Signature Page to Security Agreement (Trademarks)]

TRADEMARK
REEL: 005050 FRAME: 0036

BANK OF AMERICA, N.A., as Agent

By: H. Michael Wills

Name: H. Michael Wills

Title: Senior Vice President

[Signature page to Security Agreement (Trademarks)]

**TRADEMARK
REEL: 005050 FRAME: 0037**

SCHEDULE A

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) <i>TRANSPLACE</i>	3,283,830	Transplace Texas, LP
TRANSPLACE PAY ON- DEMAND <small>TRANSPLACE PAY ON DEMAND</small>	3,489,793	Transplace Texas, LP
TRANSPLACE THE 3PL & TECHNOLOGY COMPANY (Stylized) <i>TRANSPLACE</i> <small>THE 3PL & TECHNOLOGY COMPANY</small>	3,304,299	Transplace Texas, LP
FAM	4,326,646	Transplace Texas, LP

Trademark Applications:

None

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