

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Radiant Logistics, Inc.		08/09/2013	CORPORATION: DELAWARE
Radiant Global Logistics, Inc.		08/09/2013	CORPORATION: WASHINGTON
Radiant Transportation Services, Inc.		08/09/2013	CORPORATION: DELAWARE
Radiant Logistics Partners, LLC		08/09/2013	LIMITED LIABILITY COMPANY: DELAWARE
Adcom Express, Inc.		08/09/2013	CORPORATION: MINNESOTA
Radiant Customs Services, Inc.		08/09/2013	CORPORATION: WASHINGTON
DBA Distribution Services, Inc.		08/09/2013	CORPORATION: NEW JERSEY
International Freight Systems (of Oregon), Inc.		08/09/2013	CORPORATION: OREGON
Radiant Off-Shore Holdings, LLC		08/09/2013	LIMITED LIABILITY COMPANY: WASHINGTON
Green Acquisition Company, Inc.		08/09/2013	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	400 4th Street
City:	Lake Oswego
State/Country:	OREGON
Postal Code:	97034
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2479314	ADCOM WORLDWIDE
Registration Number:	2753253	AIRGROUP
Registration Number:	2158951	AIRGROUP SEAFREIGHT
Registration Number:	2943608	DBA

CH \$190.00 2479314

Registration Number:	3806746	IT'S THE NETWORK THAT DELIVERS
Registration Number:	3357963	RADIANT
Registration Number:	4091761	SHOPROCKET

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: 202-739-3000
Email: jennifer.evans@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	102507-0148
NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jce/
Date:	08/15/2013

Total Attachments: 8
source=Radiant Trademark Security Agreement#page1.tif
source=Radiant Trademark Security Agreement#page2.tif
source=Radiant Trademark Security Agreement#page3.tif
source=Radiant Trademark Security Agreement#page4.tif
source=Radiant Trademark Security Agreement#page5.tif
source=Radiant Trademark Security Agreement#page6.tif
source=Radiant Trademark Security Agreement#page7.tif
source=Radiant Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2013, is made by Radiant Logistics, Inc., a Delaware corporation ("Radiant"), Radiant Global Logistics, Inc., a Washington corporation ("Global"), Radiant Transportation Services, Inc., a Delaware corporation ("Transportation"), Radiant Logistics Partners LLC, a Delaware limited liability company ("Partners"), Adcom Express, Inc., a Minnesota corporation ("Adcom"), Radiant Customs Services, Inc., a Washington corporation ("Customs"), DBA Distribution Services, Inc., a New Jersey corporation ("DBA"), International Freight Systems (of Oregon), Inc., an Oregon corporation ("International"), Radiant Off-Shore Holdings LLC, a Washington limited liability company ("Holdings"), and Green Acquisition Company, Inc., a Washington corporation ("Green" and together with Radiant, Global, Transportation, Partners, Adcom, Customs, DBA, International and Holdings, each a "Grantor", and individually and collectively, jointly and severally, the "Grantors"), in favor of Bank of America, N.A., a national banking association ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantors and Lender, the Lender is willing to make certain financial accommodations available to Grantors pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, each of the Grantors is required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, assigns and pledges to Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those referred to on Schedule I hereto (each a "Trademark");

(b) all licenses of any trademarks (including service marks), trade names, trade dress, and trade styles, whether as licensee or licensor, including those referred to on Schedule I hereto;

(c) all renewals or extensions of the foregoing Trademarks;

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

(e) all income, royalties, payments and proceeds of the foregoing now and hereafter due or payable, including payments under all licenses entered into in connection with the Trademarks; and

(f) the right to sue and recover damages and payments for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any license agreement.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTORS REMAIN LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Trademark Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


7. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:


RADIANT LOGISTICS, INC.,
a Delaware corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer


RADIANT GLOBAL LOGISTICS, INC.,
a Washington corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer


RADIANT TRANSPORTATION SERVICES, INC.,
a Delaware corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer

RADIANT LOGISTICS PARTNERS LLC,
a Delaware limited liability company

By: 
Name: Bohn H. Crain
Title: Manager

ADCOM EXPRESS, INC.,
a Minnesota corporation


By: 
Name: Bohn H. Crain
Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]


RADIANT CUSTOMS SERVICES, INC.,
a Washington corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer

DBA DISTRIBUTION SERVICES, INC.,
a New Jersey corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer

INTERNATIONAL FREIGHT SYSTEMS (OF OREGON), INC.,
an Oregon corporation


By: 
Name: Bohn H. Crain
Title: Chief Executive Officer

RADIANT OFF-SHORE HOLDINGS LLC,
a Washington limited liability company

By: Radiant Logistics, Inc.,
a Delaware corporation,
its sole member

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer

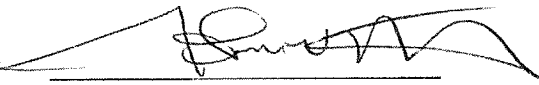
GREEN ACQUISITION COMPANY, INC.,
a Washington corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

BANK OF AMERICA, N.A.,
a national banking association

By: 

Name: John Mundstock
Title: Senior Vice President

[Signature page to Trademark Security Agreement]

S-3

TRADEMARK
REEL: 005092 FRAME: 0341

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

(1) Trademarks Owned by the Grantors

Mark Name	Current Owner	Country	Status	Registration/ Appl. No.	Registration/ Appl. Date
ADCOM WORLDWIDE	Adcom Express, Inc.	USA	Registered	2479314	08/21/01
AIRGROUP	Radiant Logistics, Inc.	Canada	Registered	616,905	08/18/04
AIRGROUP	Radiant Logistics, Inc.	Community	Registered	3361011	12/17/04
AIRGROUP	Radiant Logistics, Inc.	India	Registered	1253122	10/29/05
AIRGROUP	Radiant Logistics, Inc.	Mexico	Registered	800297	07/22/03
AIRGROUP	Radiant Logistics, Inc.	USA	Registered	2753253	08/19/03
AIRGROUP and Design	Radiant Logistics, Inc.	Community	Registered	4237798	03/03/06
AIRGROUP EXPRESS	Radiant Logistics, Inc.	Argentina	Registered	2.299.455	02/23/96
AIRGROUP EXPRESS	Radiant Logistics, Inc.	Israel	Registered	98544	02/04/97
AIRGROUP EXPRESS	Radiant Logistics, Inc.	Mexico	Registered	464120	06/21/94
AIRGROUP EXPRESS	Radiant Logistics, Inc.	Singapore	Registered	T93/09432C	08/05/96

Mark Name	Current Owner	Country	Status	Registration/ Appl. No.	Registration/ Appl. Date
AIRGROUP SEAFREIGHT	Radiant Logistics, Inc.	USA	Registered	2158951	05/19/98
DBA & Design	DBA Distribution Services, Inc.	USA	Registered	2943608	04/26/05
IT'S THE NETWORK THAT DELIVERS	Radiant Logistics, Inc.	Hong Kong Filed 06/20/2013	Pending Filed 06/20/2013	-	-
IT'S THE NETWORK THAT DELIVERS	Radiant Logistics, Inc.	International	Registered	1 161 448	06/13/13
IT'S THE NETWORK THAT DELIVERS	Radiant Logistics, Inc.	Mexico Filed 04/14/2013	Pending Filed 04/14/2013	-	-
IT'S THE NETWORK THAT DELIVERS	Radiant Logistics, Inc.	USA	Registered	3806746	06/22/10
Miscellaneous Design (Bird Logo)	Radiant Logistics, Inc.	Canada	Registered	617,402	08/24/04
Miscellaneous Design (Bird Logo)	Radiant Logistics, Inc.	India	Registered	1253121	12/14/07
RADIANT (Class 35)	Radiant Logistics, Inc.	Brazil Filed 06/26/2013	Pending Filed 06/26/2013	-	-
RADIANT (Class 39)	Radiant Logistics, Inc.	Brazil Filed 06/26/2013	Pending Filed 06/26/2013	-	-
RADIANT	Radiant Logistics, Inc.	China Filed 04/16/2013	Pending Filed 04/16/2013	-	-
RADIANT	Radiant Logistics, Inc.	Hong Kong Filed 06/20/2013	Pending Filed 06/20/2013	-	-
RADIANT	Radiant Logistics, Inc.	Registered International	Registered	1 161 447	06/13/13

Mark Name	Current Owner	Country	Status	Registration/ Appl. No.	Registration/ Appl. Date
RADIANT	Radiant Logistics, Inc.	Mexico Filed 04/16/2013	Pending Filed 04/16/2013	-	-
RADIANT	Radiant Logistics, Inc.	USA	Registered	3357963	12/18/07
SHOPROCKET	Radiant Logistics, Inc.	USA	Registered	4091761	01/24/12

DB1/75290086.2

RECORDED: 08/15/2013

TRADEMARK
REEL: 005092 FRAME: 0344