

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
Transportation Solutions Enterprises, LLC		10/08/2013	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Lender
Street Address:	135 South LaSalle Street
Internal Address:	Suite 927
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85959339	TSE
Serial Number:	85959337	TRANSPORTATION SOLUTIONS ENTERPRISES
Serial Number:	85959329	TSG
Serial Number:	85959341	TRANSPORTATION SOLUTIONS GROUP
Serial Number:	85959346	F/X
Serial Number:	85959344	FREIGHT EXCHANGE
Serial Number:	86058839	3PLOGIC
Serial Number:	86071595	DEFINED LOGISTICS
Serial Number:	86071612	3 1/2 PL
Serial Number:	86071607	3.5 PL
Serial Number:	86071602	4 1/2 PL
Serial Number:	86071598	4.5 PL

CH \$315.00 85959339

CORRESPONDENCE DATA

Fax Number: 3125774688

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

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	10/08/2013

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") made as of this 8th day of October, 2013, by TRANSPORTATION SOLUTIONS ENTERPRISES, LLC, an Illinois limited liability company ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association with an office at 135 South LaSalle Street, Suite 927, Chicago, Illinois 60603 ("Lender").

W I T N E S S E T H

WHEREAS, Grantor, Lender and certain entities are parties to a certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and the other Loan Documents (as defined in the Loan Agreement), which Loan Documents provide (i) for Lender to, from time to time, extend credit to or for the account of Borrowers (as defined in the Loan Agreement) and (ii) for the grant by Grantor to Lender, for the benefit of the Secured Parties (as defined in the Loan Agreement), of a security interest in certain of Grantor's assets, including, without limitation, its trademarks and trademark applications.

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

1. Incorporation of Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Lender, for the benefit of the Secured Parties, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications, to the extent the granting of a security interest hereunder shall in any way affect the validity or enforceability of any such application) in connection therewith including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks; and all products and proceeds of the forgoing.

3. Warranties and Representations. Grantor warrants and represents to Lender that, as of the Closing Date:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part, and each such Trademark is presently subsisting; and

(ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, covenants by Grantor not to sue third persons.

4. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A and the other schedules previously delivered to Lender constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications, to the extent the granting of a security interest hereunder shall in any way affect the validity or enforceability of any such application) owned by Grantor as of the date hereof. If, before the Obligations shall have been satisfied in full (other than contingent indemnification obligations for which no claims shall have been asserted) or before the Loan Documents have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the above provisions of this Security Agreement shall automatically apply thereto and Grantor shall give to Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

5. Royalties; Term. The term of this Security Agreement shall extend until the payment in full of the Obligations (other than contingent indemnification Obligations for which no claims shall have been asserted) and the termination of the Loan Documents. Grantor agrees that upon the occurrence of an Event of Default and during the continuance thereof, the use by Lender, including through sublicense, of each and all Trademarks shall be without any liability for royalties or other related charges from Lender to Grantor.

6. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, as Grantor deems reasonably appropriate for the continuance of its business. Upon the occurrence of an Event of Default and during the continuance thereof, Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

7. Release of Security Interests. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations (other than contingent indemnification Obligations for which no claims shall have been asserted) and termination of the Loan Documents, upon Grantor's written request, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Documents.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All reasonable invoiced out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents

(including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantor and until paid shall constitute Obligations.

9. Duties of Grantor. As Grantor deems reasonably appropriate, it shall: (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Obligations (other than contingent indemnification Obligations for which no claims shall have been asserted) shall have been paid in full and the Loan Documents have been terminated, (ii) preserve and maintain all rights in the Trademarks and (iii) ensure that the Trademarks are and remain enforceable. Any expenses incurred in connection with the Obligations under this Section 9 shall be borne by Grantor.

10. Lender's Right to Sue. After an Event of Default and during the continuance thereof, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts, including joining as a party to any such suit, and execute any and all proper documents required by Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable invoiced out-of-pocket costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Lender upon the occurrence and continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or

otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Loan Documents have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender, for the benefit of the Secured Parties, its successors, nominees and permitted assigns.

16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

19. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

20. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of an executed signature page of this Security Agreement by facsimile transmission or other electronic means shall be as effective as delivery of a manually executed counterpart hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

**TRANSPORTATION SOLUTIONS
ENTERPRISES, LLC**

By: 

Name: Todd Berger

Title: Operating Manager

Trademark Security Agreement

TRADEMARK
REEL: 005127 FRAME: 0665

Agreed and accepted
as of the date first written above:

**BANK OF AMERICA, N.A., as
Lender**

By: 

**Name: Thomas Brennan
Title: Senior Vice President**

Trademark Security Agreement

**TRADEMARK
REEL: 005127 FRAME: 0666**

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Serial/Registration No.</u>	<u>Country</u>	<u>Date Registered</u>
None			

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>Application No.</u>	<u>Country</u>	<u>Date Applied</u>
TSE	85959339	United States of America	13-Jun-2013
TRANSPORTATION SOLUTIONS ENTERPRISES	85959337	United States of America	13-Jun-2013
TSG	85959329	United States of America	13-Jun-2013
TRANSPORTATION SOLUTIONS GROUP F/X	85959341	United States of America	13-Jun-2013
	85959346	United States of America	13-Jun-2013
FREIGHT EXCHANGE	85959344	United States of America	13-Jun-2013
3PLOGIC	86058839	United States of America	09-Sep-2013
DEFINED LOGISTICS	86071595	United States of America	23-Sep-2013

TRADEMARK

REEL: 005127 FRAME: 0667

3 1/2 PL	86071612	United States of America	23-Sep-2013
3.5 PL	86071607	United States of America	23-Sep-2013
4 1/2 PL	86071602	United States of America	23-Sep-2013
4.5 PL	86071598	United States of America	23-Sep-2013

RECORDED: 10/08/2013

TRADEMARK
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