

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
Swift Technical Holdings Limited		10/31/2013	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	PNC Bank		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3980597	SWIFT WORLDWIDE RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-13068		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
Signature:	/Timothy D. Pecsénye/		

OP \$40.00 3980597

Date:

10/31/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of October, 2013 by **SWIFT TECHNICAL HOLDINGS LIMITED**, a company incorporated and registered under the laws of England and Wales ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent ("Agent") for the Lenders referred to below.

W I T N E S S E T H

WHEREAS, Grantor, is party to that certain Revolving Credit, Guaranty and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among (i) SWIFT WORLDWIDE RESOURCES US HOLDINGS CORP., a Delaware corporation ("US Holdco" or "Existing Credit Party"), together with each other Person organized under the laws of the United States (or any state, territory or commonwealth thereof) or Canada (or any province or territory thereof) joined thereto as a borrower from time to time, specifically including, immediately upon execution, delivery and effectiveness of the US/Canadian Joinder (as defined in the Credit Agreement), SWIFT TECHNICAL SERVICES, L.L.C., a Texas limited liability company ("Swift Technical"), and SWIFT TECHNICAL CANADA INC., an Alberta corporation ("Swift Canada") (all collectively, the "Borrowers", and each a "Borrower"), (ii) SWIFT WORLDWIDE RESOURCES HOLDCO LIMITED, a company incorporated and registered under the laws of England and Wales ("Holdco"), SWIFT WORLDWIDE RESOURCES MIDCO LIMITED, a company incorporated and registered under the laws of England and Wales ("Intermediate Holdco"), SWIFT WORLDWIDE RESOURCES BIDCO LIMITED, a company incorporated and registered under the laws of England and Wales ("UK Bidco 2"), SWIFT WORLDWIDE RESOURCES UK CORP LIMITED, a company incorporated and registered under the laws of England and Wales ("UK Newco"), together with each other Person joined thereto as a guarantor from time to time, specifically including, immediately upon execution, delivery and effectiveness of the UK/Foreign Joinder (as defined in the Credit Agreement), SWIFT TECHNICAL GROUP HOLDINGS LIMITED, a company incorporated and registered under the laws of England and Wales ("STGH"), SWIFT TECHNICAL HOLDINGS LIMITED, a company incorporated and registered under the laws of England and Wales ("STH"), SWIFT TECHNICAL GROUP LIMITED, a company incorporated and registered under the laws of England and Wales ("STGL"), and those other Subsidiaries of STGH listed on the signature pages to the UK/Foreign Joinder (all collectively, the "Guarantors", and each a "Guarantor"), (iii) the financial institutions which are now or which hereafter become a party hereto (collectively, the "Lenders" and each individually a "Lender"), and (iv) Agent, pursuant to which Agent and Lenders provided for the extension of credit to be made to the Borrowers; and

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers to Agent and Lenders under the Credit Agreement.

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 Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance to Secured Parties of the Obligations and the UK Obligations under the Credit Agreement, Grantor hereby grants to Agent for the ratable benefit of each Secured Party, a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or hereafter acquired and wherever located:

(i) each trademark, trademark registration, and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"), together with any renewals or divisions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.


4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

SWIFT TECHNICAL HOLDINGS LIMITED

By: _____


Name: James Graham Eymott

Title: Director

Company Number: 05826372

Registered office: Innova House,
Innova Business Park,
Kinetic Crescent, Enfield,
Middlesex EN3 7XH
UK

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005142 FRAME: 0957

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Thomas J. Loren
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005142 FRAME: 0958

SCHEDULE 1

TRADEMARK REGISTRATIONS

Grantor	Mark	Country	Serial No. / Filing Date	Reg. No. / Reg. Date
Swift Technical Holdings Limited	SWIFT WORLDWIDE RESOURCES	US Federal	85074527 30-JUN-2010	3980597 21-JUN-2011