

## 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
TRANS-EXPEDITE INC.		10/31/2013	CORPORATION: TEXAS
TRANS-EXPEDITE SOLUTIONS, LLC		10/31/2013	LIMITED LIABILITY COMPANY: TEXAS
TEI EMPLOYEE LEASING, LLC		10/31/2013	LIMITED LIABILITY COMPANY: TEXAS
TRANS-EXPEDITE TRUCKING LP		10/31/2013	LIMITED PARTNERSHIP: TEXAS
TRANS-EXPEDITE ORD, LLC		10/31/2013	LIMITED LIABILITY COMPANY: ILLINOIS
TRANS-EXPEDITE, LLC		10/31/2013	LIMITED LIABILITY COMPANY: INDIANA
TRANS-EXPEDITE DTW, LLC		10/31/2013	LIMITED LIABILITY COMPANY: MICHIGAN
TRANS-EXPEDITE INTERNATIONAL, LLC		10/31/2013	LIMITED LIABILITY COMPANY: NEVADA
TRANS-EXPEDITE SLC, LLC		10/31/2013	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	BRANCH BANKING AND TRUST COMPANY		
Street Address:	333 Clay Street, Suite 3800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3989241	WHEN TIME IS MONEY, TIME'S NOT WASTED!	
Registration Number:	3989237	TRANS-EXPEDITE INC.	

OP \$140.00 3989241

Registration Number:	3248425	TRANS-EXPEDITE
Registration Number:	3132415	TRANS-EXPEDITE INC.
Registration Number:	3103960	TRANS-EXPEDITE

#### CORRESPONDENCE DATA

Fax Number: 2147581550

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

Phone: 214-758-1500

Email: shernandez@pattonboggs.com

Correspondent Name: Nam H. Huynh

Address Line 1: 2000 McKinney Avenue, Suite 1700

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	029505.0112
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NAME OF SUBMITTER:	Nam H. Huynh
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Signature:	/Nam H. Huynh/
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Date:	11/05/2013
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Total Attachments: 7

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is entered into as of October 31, 2013 by and among BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation ("Bank"), TRANS-EXPEDITE INC., a Texas corporation ("TEI"), TRANS-EXPEDITE SOLUTIONS, LLC, a Texas limited liability company ("TES"), TEI EMPLOYEE LEASING, LLC, a Texas limited liability company ("TEL"), TRANS-EXPEDITE TRUCKING LP, a Texas limited partnership ("TET"), TRANS-EXPEDITE ORD, LLC, an Illinois limited liability company ("ORD"), TRANS-EXPEDITE, LLC, an Indiana limited liability company ("TEL"), TRANS-EXPEDITE DTW, LLC, a Michigan limited liability company ("DTW"), TRANS-EXPEDITE INTERNATIONAL, LLC, a Nevada limited liability company ("INT"), TRANS-EXPEDITE SLC, LLC, a Utah limited liability company ("SLC," and together with TEI, TES, TEL, TET, ORD, TEL, DTW, and INT each individually, a "Borrower" and collectively, "Borrowers").

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Borrowers under that certain Loan Agreement by and among Bank, Borrowers and the Guarantors (as defined therein) dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Bank a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between each Borrower and Bank, each Borrower grants to Bank a security interest in all of such Borrower's right, title and interest in, its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B, and C hereto) and all products and proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, dilutions, misappropriations, violations, misuse, breach and injury, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. Each Borrower authorizes and requests that the Register of Copyrights, the Commissioner of Patents, the Commissioner of Trademarks and any other applicable governmental authority record this IP Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. This IP Agreement shall be construed in accordance with and governed by the laws of the State of Texas. This IP Agreement is a Loan Document.

IN WITNESS WHEREOF, the parties have caused this IP Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BORROWERS:**

TRANS-EXPEDITE INC.

By: [Signature]  
Name: KEVIN JERNIGAN  
Title: PRESIDENT

TRANS-EXPEDITE SOLUTIONS, LLC

By: [Signature]  
Name: KEVIN JERNIGAN  
Title: MANAGER

TEI EMPLOYEE LEASING, LLC

By: [Signature]  
Name: KEVIN JERNIGAN  
Title: MANAGER

TRANS-EXPEDITE TRUCKING LP

By: [Signature]  
Name: MARK JERNIGAN  
Title: GENERAL MANAGER

TRANS-EXPEDITE ORD, LLC

By: [Signature]  
Name: KEVIN JERNIGAN  
Title: MANAGER

TRANS-EXPEDITE, LLC

By: Kurt Jernigan  
Name: KURT JERNIGAN  
Title: MANAGER

TRANS-EXPEDITE DTW, LLC

By: Kurt Jernigan  
Name: KURT JERNIGAN  
Title: MANAGER

TRANS-EXPEDITE INTERNATIONAL, LLC

By: Kurt Jernigan  
Name: KURT JERNIGAN  
Title: MANAGER

TRANS-EXPEDITE SLC, LLC

By: Kurt Jernigan  
Name: KURT JERNIGAN  
Title: MANAGER

**BANK:**

BRANCH BANKING AND TRUST COMPANY  
a North Carolina banking corporation

By: 

Name: CHRISTIAN CORTES

Title: VP

SCHEDULE A  
Copyrights

None.

[SCHEDULE A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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**TRADEMARK**  
**REEL: 005146 FRAME: 0162**

SCHEDULE B  
Patents

None.

[SCHEDULE B TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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**TRADEMARK**  
**REEL: 005146 FRAME: 0163**



SCHEDULE C  
Trademarks

OWNER	WORD MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
Trans-Expedite, Inc.	When Time is Money, Time's Not Wasted!	85/169,414	11/04/2010	3989241	07/05/2011
Trans-Expedite, Inc.	TRANS-EXPEDITE INC.	85/169,186	11/04/2010	3989237	07/05/2011
Trans-Expedite, Inc.	TRANS-EXPEDITE	78/662,462	07/01/2005	3248425	05/29/2007
Trans-Expedite, Inc.	TRANS-EXPEDITE INC.	78/663,065	07/01/2005	3132415	08/22/2006
Trans-Expedite, Inc.	TRANS-EXPEDITE	78/662,601	07/01/2005	3103960	06/13/2006

[SCHEDULE C TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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**RECORDED: 11/05/2013**

**TRADEMARK**  
**REEL: 005146 FRAME: 0164**