

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
Direct ChassisLink, Inc.		11/12/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3909989	DIRECT CHASSISLINK
Registration Number:	3909990	CHASSIS LINK
Registration Number:	3998992	CHASSISLINK
Registration Number:	3999028	DCLI

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-2895
 Email: ksolomon@stblaw.com
 Correspondent Name: Samantha J. Himelman, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	001511/0007	TRADEMARK
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CH \$115.00 3909989

NAME OF SUBMITTER:	Samantha J. Himelman
Signature:	/sjh/
Date:	11/15/2013
Total Attachments: 5 source=DirectChassis-Trademark Security Agreement (5)#page1.tif source=DirectChassis-Trademark Security Agreement (5)#page2.tif source=DirectChassis-Trademark Security Agreement (5)#page3.tif source=DirectChassis-Trademark Security Agreement (5)#page4.tif source=DirectChassis-Trademark Security Agreement (5)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 12, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wilmington Trust, National Association ("Wilmington Trust"), a national banking association, as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of November 12, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Direct ChassisLink, Inc., a Delaware corporation, as Borrower, the other Credit Parties, the Lenders (each as defined therein) from time to time party thereto, MCS Capital Markets LLC, as syndication agent and as sole lead arranger and sole bookrunner, and Wilmington Trust, as Agent (as defined therein), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement, dated as of November 12, 2013 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses, in each case except for Excluded Property, providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains 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 their Trademarks and IP Licenses subject to a security interest hereunder, in each case to the extent required under the Guaranty and Security Agreement.

Section 5. 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.

Section 6. 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 laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

DIRECT CHASSISLINK, INC. (f/k/a Maersk
Equipment Service Company, Inc.)

as Grantor

By:

Name:

Title:


NADEEM M. M. M.

CEO

[Signature Page to Trademark Security Agreement]

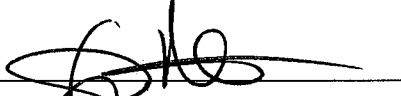
TRADEMARK
REEL: 005155 FRAME: 0270

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

By: _____

Name:

Title:


Jeffrey Rose
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005155 FRAME: 0271

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Trademark	Registration No.
DIRECT CHASSISLINK (f/k/a Maersk Equipment Service Company, Inc.)	DIRECT CHASSISLINK	3,909,989
DIRECT CHASSISLINK (f/k/a Maersk Equipment Service Company, Inc.)	CHASSIS LINK & Design	3,909,990
DIRECT CHASSISLINK (f/k/a Maersk Equipment Service Company, Inc.)	CHASSISLINK	3,998,992
DIRECT CHASSISLINK (f/k/a Maersk Equipment Service Company, Inc.)	DCLI	3,999,028