

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303341

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PROTRANS HOLDINGS, INC.		04/30/2014	CORPORATION: INDIANA
MINA LEASING AND FINANCIAL SERVICES, LLC		04/30/2014	LIMITED LIABILITY COMPANY: INDIANA
TOC LOGISTICS INTERNATIONAL, LLC		04/30/2014	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Keybank National Association		
<b>Street Address:</b>	127 Public Square		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3502195	PROTRANS LOGISTICS	
<b>Registration Number:</b>	2207108	PROTRANS INTERNATIONAL, INC.	
<b>Registration Number:</b>	2554659	DEFINING SUPPLY CHAIN MANAGEMENT	
<b>Registration Number:</b>	3439043	PROTRANS	
<b>Registration Number:</b>	2544779	PROTRANS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2164798386		
<b>Email:</b>	rebecca.gallagher@squiresanders.com		
<b>Correspondent Name:</b>	Steven M. Auvil		
<b>Address Line 1:</b>	127 Public Square		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	020687.00114		
<b>NAME OF SUBMITTER:</b>	Steven M. Auvil		
<b>SIGNATURE:</b>	/Steven M. Auvil/		

TRADEMARK

<b>DATE SIGNED:</b>	05/01/2014
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**Total Attachments: 6**

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## CONFIRMATION OF TRADEMARK SECURITY INTEREST

**THIS CONFIRMATION OF TRADEMARK SECURITY INTEREST** (this "Confirmation") is made as of April 30, 2014 by PROTRANS INTERNATIONAL, INC., an Indiana corporation ("ProTrans"), PROTRANS HOLDINGS, INC., an Indiana corporation ("Holdings"), MINA LEASING AND FINANCIAL SERVICES, LLC, an Indiana limited liability company ("Mina"), TOC LOGISTICS INTERNATIONAL, LLC, an Indiana limited liability company ("TOC" and, together with ProTrans, Holdings and Mina, collectively, the "Companies") in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association ("KeyBank") as Collateral Agent (as defined in the Amended and Restated Security Agreement, as hereinafter defined).

### RECITALS

A. ProTrans and Mina have entered into that certain Amended and Restated Credit Agreement, dated as of the date hereof (as from time to time further amended, restated, modified or supplemented, the "Amended and Restated ProTrans Credit Agreement") with Holdings and certain other affiliates, as guarantor, various financial institutions (the "ProTrans Lenders") and KeyBank, as administrative agent (the "ProTrans Agent").

B. TOC has entered into that certain that certain Amended and Restated Credit Agreement, dated as of the date hereof (as from time to time further amended, restated, modified or supplemented, the "Amended and Restated TOC Credit Agreement" and, together with the Amended and Restated ProTrans Credit Agreement, the "Amended and Restated Credit Agreements") with the affiliates party thereto, as guarantors, various financial institutions (the "TOC Lenders") and KeyBank, as administrative agent (the "TOC Agent" and, together with the ProTrans Agent, the "Agents").

C. In connection with (i) a Credit Agreement, dated as of March 15, 2013, among ProTrans, as borrower, certain Affiliates of ProTrans, as guarantors, the ProTrans Agent and the ProTrans Lenders named therein, (ii) a Credit Agreement, dated as of March 15, 2013, among Mina, as borrower, certain Affiliates of Mina, as guarantors, the administrative agent and the lenders named therein, and (iii) a Credit Agreement, dated as of March 15, 2013, among TOC, as borrower, certain Affiliates of TOC, as guarantors, the TOC Agent and the TOC Lenders named therein, the Companies have entered into that certain Master Security and Pledge Agreement, dated as of March 15, 2013 (the "Security Agreement"), and Notice of Grant of Security in Trademarks ("Notice of Security Interest"), dated as of March 15, 2013, in favor of the Collateral Agent.

D. In connection with the Amended and Restated Credit Agreements, the Companies have entered into that certain (i) Amended and Restated Pledge and Security Agreement among the Companies the Collateral Agent ("Amended and Restated Security Agreement"), (ii) Amended and Restated Collateral Agency and Intercreditor Agreement among, *inter alia*, the ProTrans Agent, the TOC Agent and the Collateral Agent and (iii) Omnibus Amendment and Reaffirmation Agreement among the Companies, the Agents and the Collateral Agent ("Reaffirmation Agreement").

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the Companies hereby agree as follows:


1. Defined Terms. Each capitalized term used herein shall, unless otherwise defined herein, have the meaning specified in the applicable Amended and Restated Credit Agreement.

2. Confirmation of Security Grant. The Companies hereby irrevocably and unconditionally confirm that, pursuant to Section 2 of the Security Agreement (as amended and restated in the Amended and Restated Security Agreement), the Notice of Security Interest, and Section 4 of the Reaffirmation Agreement the Companies have granted to the Collateral Agent, for the benefit of the Secured Parties (as defined in the Amended and Restated Security Agreement), a continuing security interest in the Collateral (as defined in the Security Agreement), including the Collateral listed on Exhibit A.

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the Companies have caused this Confirmation to be signed by its authorized officer and duly attested the day and year first above written.

PROTRANS INTERNATIONAL, INC.

By:   
Name: Lisa Doerner  
Title: Treasurer

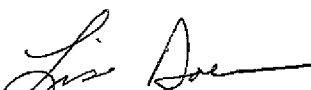
MINA LEASING AND FINANCIAL SERVICES,  
LLC

By: \_\_\_\_\_  
Name: Brian Hudson  
Title: President

TOC LOGISTICS INTERNATIONAL, LLC

By: \_\_\_\_\_  
Name: Gary Cardenas  
Title: President

PROTRANS HOLDINGS, INC.

By:   
Name: Lisa Doerner  
Title: Treasurer

**IN WITNESS WHEREOF**, the Companies have caused this Confirmation to be signed by its authorized officer and duly attested the day and year first above written.

PROTRANS INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: Lisa Doerner  
Title: Treasurer

MINA LEASING AND FINANCIAL SERVICES,  
LLC

By: Brian C Hudson  
Name: Brian Hudson  
Title: President

TOC LOGISTICS INTERNATIONAL, LLC

By: \_\_\_\_\_  
Name: Gary Cardenas  
Title: President

PROTRANS HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Lisa Doerner  
Title: Treasurer

IN WITNESS WHEREOF, the Companies have caused this Confirmation to be signed by its authorized officer and duly attested the day and year first above written.

PROTRANS INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: Lisa Doerner  
Title: Treasurer

MINA LEASING AND FINANCIAL SERVICES,  
LLC

By: \_\_\_\_\_  
Name: Brian Hudson  
Title: President

TOC LOGISTICS INTERNATIONAL, LLC

By: \_\_\_\_\_  
Name: Gary Cardenas  
Title: President

PROTRANS HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Lisa Doerner  
Title: Treasurer

Exhibit A

<u>Trademark Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
PROTRANS LOGISTICS	USA	3502195	PROTRANS INTERNATIONAL, INC
PROTRANS INTERNATIONAL, INC.	USA	2207108	PROTRANS INTERNATIONAL, INC
DEFINING SUPPLY CHAIN MANAGEMENT	USA	2554659	PROTRANS INTERNATIONAL, INC.
PROTRANS	USA	3439043	PROTRANS INTERNATIONAL, INC.
PROTRANS	USA	2544779	PROTRANS INTERNATIONAL, INC.

1388015/5/CLEVELAND