

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303685

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InTransit, Inc.		03/27/2014	CORPORATION: OREGON
Concentrek, Inc.		03/27/2014	CORPORATION: ARIZONA
Market Industries, Ltd.		03/27/2014	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2852664	INTRANSIT	
Registration Number:	2665522	CONCENTREK	
Registration Number:	2665521	CONCENTREK	
Registration Number:	3769353	MARKET TRANSPORT SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127353000		
Email:	jselle@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	525360/1566		
NAME OF SUBMITTER:	Aliya Sanders		
SIGNATURE:	/Aliya Sanders/		
DATE SIGNED:	05/06/2014		
Total Attachments: 6			

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TRADEMARK

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TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2014, by each of the entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 8.10 (Additional Grantors)* of the Security Agreement referred to below (each a “Grantor” and, collectively, the “Grantors”), in favor of Citibank, N.A. (“Citibank”), as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 27, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among UTi, United States, Inc., UTi Intergrated Logistics, LLC, UTi Inventory Management Solutions Inc., Market Transport, Ltd., Sammons Transportation, Inc., Concentrek Inc., InTransit, Inc., UTi Canada Inc., each as Borrowers, UTi Worldwide Inc. (“Parent”) as a Guarantor, the other Guarantors, the Lenders and Issuers party thereto and Citibank, as administrative agent and as collateral agent, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are required to become party to the Guaranty pursuant to which they will guarantee the Obligations; and

WHEREAS, certain subsidiaries of Parent are, and certain new subsidiaries of Parent are from time to time required to be, party to a Pledge and Security Agreement, dated March 27, 2014 in favor of the Collateral Agent (the “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, the Issuers, the Collateral Agent and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. ***Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as applicable.

Section 2. ***Grant of Security Interest in Trademark Collateral***

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, slogans, certification marks, trade dress, Internet domain names, and other source or business identifiers, whether statutory or

common law, whether registered or unregistered, and whether established or registered in the United States (or any State thereof) or any other country or any political subdivision thereof, together with any and all (i) goodwill associated therewith, (ii) registrations and recordings thereof and all applications for any of the foregoing, (iii) rights to obtain all renewals thereof, (iv) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (v) income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (vi) right to sue for past, present and future infringements, dilutions or other violations thereof, and (vii) rights corresponding thereto throughout the world (including, without limitation, those listed on Schedule I attached hereto) (collectively, "Trademarks"); and

(b) all agreements, licenses and covenants (whether or not in writing) providing for the granting of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement, dilution or other violation of any Trademark or permitting co-existence with respect to a Trademark (whether the relevant Grantor is licensee or licensor thereunder) and any and all extensions and renewals thereof and all rights of any Grantor under any such agreement (including, without limitation, those listed on Schedule I attached hereto); and

(c) all Proceeds of any or all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a), (b) and (c) above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property, including, but not limited to, any Trademark application filed in the United States Patent and Trademark Office on the basis of a Grantor's intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by, the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application, provided, that, to the extent such application is excluded from the Collateral, upon the submission of evidence of use of such Trademark to the United States Patent and Trademark Office, such Trademark application shall automatically be included in the Collateral, without further action on any party's part.

Section 3. *Security Agreement*

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

Section 4. *Recordation*

This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

Section 5. **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 LAW OF THE STATE OF NEW YORK.

Section 6. **Counterparts**

This Trademark Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), 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 counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart by telecopy shall be effective as delivery of a manually executed counterpart.

[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,

INTRANSIT, INC.,
CONCENTREK, INC.,
MARKET INDUSTRIES, LTD.,
as Grantors

By: Lance D'Amico

Name: Lance D'Amico

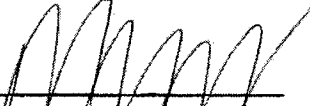
Title: Authorized Officer

[SIGNATURE PAGE TO US TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: _____
Title: **Matthew Paquin**
Vice President and Director


[SIGNATURE PAGE TO US TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005274 FRAME: 0603

Schedule I
to
Trademark Security Agreement

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Country	Registration Number (Serial Number)	Registration Date (Filing Date)	Record Owner/Liens
INTRANSIT	USA	Service Mark Registration No. 2,852,664	June 15, 2004	InTransit, Inc.
 CONCENTREK	USA	2,665,522	March 6, 2001	Concentrek, Inc.
CONCENTREK	USA	2,665,521	March 6, 2001	Concentrek, Inc.
MARKET TRANSPORT SERVICES	USA	3,769,353	December 13, 2005	Market Industries, Ltd.
MARKET TRANSPORT SERVICES				