

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TripPak, LLC		05/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3853472	CABTOCASH	
Registration Number:	3655096	CAPTURE ANYWARE	
Registration Number:	3373433	FREIGHTFORM EXPRESS	
Registration Number:	3565733	JIGGYJOBS.COM	
Registration Number:	3699738	JJ JIGGYJOBS.COM	
Registration Number:	2888782	ONE TRIP ONE ENVELOPE EVERY TIME!	
Registration Number:	2894455	TRIPPAK	
Registration Number:	3543999	TRIPPAK ENTERPRISE	
Registration Number:	2335384	TRIPPAK EXPRESS	
Registration Number:	2338103	TRIPPAK EXPRESS	
Registration Number:	3328199	TRIPPAK EZ-APP	
Registration Number:	3705678	TRIPPAK IMAGESAFE	
Registration Number:	2928533	TRIPPAK ONLINE	
Registration Number:	2888781	TRIPPAK OVERNIGHT	
Registration Number:	2894454	TRIPPAK SCANNING	
Registration Number:	4278760	TRIPPAK SERVICES	
Registration Number:	3781131	TRIPPAK TRUCK STOP SCANNING	
Registration Number:	3792709	TRIPPAK TRUCK STOP SCANNING	
Registration Number:	3544000	TRIPPAK PRINTSERVICES	
TRADEMARK			

CH \$515.00 3853472

Property Type	Number	Word Mark
Serial Number:	86184921	TRIPPAK EXCHANGE

CORRESPONDENCE DATA

Fax Number: 3125774688

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Carole Dobbins
SIGNATURE:	/Carole Dobbins/
DATE SIGNED:	05/28/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of May 28, 2014, by TripPak, LLC, a Delaware limited liability company (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Pegasus Transtech, LLC, a Delaware limited liability company (“**Pegasus**”), Pegasus Transtech Holding, LLC, a Delaware limited liability company (“**Initial Borrower**”; Pegasus and Initial Borrower are referred to herein collectively as the “**Borrowers**”), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of October 22, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 22, 2013, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), 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 the Borrowers 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 and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or

types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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

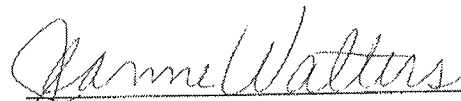
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

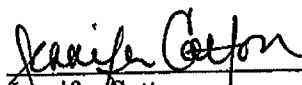
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TRIPPAK, LLC

By: 
Name: Jeanne Walters
Title: Chief Financial Officer

Agreed and accepted as of
the date first written above:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By: 
Name: Jennifer Cotton
Title: Senior Vice President

Trademark Security Agreement

**TRADEMARK
REEL: 005290 FRAME: 0580**

SCHEDULE A

Trademark Registrations

Trademark	Owner	Registration Number	Registration Date
CABTOCASH	TripPak, LLC	3,853,472	September 28, 2010
CAPTURE ANYWHERE	TripPak, LLC	3,655,096	July 14, 2009
FREIGHTFORM EXPRESS	TripPak, LLC	3,373,433	January 22, 2008
JIGGYJOBS.COM	TripPak, LLC	3,565,733	January 20, 2009
JJ JIGGYJOBS.COM & Design	TripPak, LLC	3,699,738	October 20, 2009
ONE TRIP ONE ENVELOPE EVERY TIME!	TripPak, LLC	2,888,782	September 28, 2004
TRIPPAK	TripPak, LLC	2,894,455	October 19, 2004
TRIPPAK ENTERPRISE	TripPak, LLC	3,543,999	December 9, 2008
TRIPPAK EXPRESS	TripPak, LLC	2,335,384	March 28, 2000
TRIPPAK EXPRESS & Design	TripPak, LLC	2,338,103	April 4, 2000
TRIPPAK EZ-APP	TripPak, LLC	3,328,199	November 6, 2007
TRIPPAK IMAGESAFE	TripPak, LLC	3,705,678	November 3, 2009
TRIPPAK ONLINE & Design	TripPak, LLC	2,928,533	March 1, 2005
TRIPPAK OVERNIGHT & Design	TripPak, LLC	2,888,781	September 28, 2004
TRIPPAK SCANNING & Design	TripPak, LLC	2,894,454	October 19, 2004
TRIPPAK SERVICES	TripPak, LLC	4,278,760	January 22, 2013
TRIPPAK TRUCK STOP SCANNING	TripPak, LLC	3,781,131	April 27, 2010
TRIPPAK TRUCK STOP SCANNING	TripPak, LLC	3,792,709	May 25, 2010
TRIPPAK PRINTSERVICES	TripPak, LLC	3,544,000	January 9, 2008

Trademark Applications

Trademark	Owner	Application Number	Application Date
TRIPPAK EXCHANGE	TripPak, LLC	86/184,921	February 5, 2014