

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM306689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electronic Funds Source LLC, as Grantor		05/29/2014	LIMITED LIABILITY COMPANY: UTAH
Truckers B2B, LLC, a Delaware limited liability company, as Grantor		05/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Second Lien Collateral Agent		
Street Address:	Eleven Madison Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	3898847	DRIVELINE	
Registration Number:	3898879	DRIVE LINE	
Registration Number:	3936359	TCH	
Registration Number:	3936358	TCH	
Registration Number:	3905917	TRANSPORTATION CLEARING HOUSE	
Registration Number:	4143448	Z CON	
Registration Number:	4143496	Z-CON	
Registration Number:	4273589	ELECTRONIC FUNDS SOURCE	
Serial Number:	85626775	EFS SMARTFUNDS	
Serial Number:	85835169	EFS MONEYCODE	
Registration Number:	4362614	ELECTRONIC FUNDS SOURCE	
Serial Number:	85835165	MONEYCODE	
Registration Number:	1716439	T-CARD	
Registration Number:	2283192	E-STOP	
Registration Number:	4426088	EFS	
Registration Number:	4426090	EFS	
Registration Number:	4426089	EFS ELECTRONIC FUNDS SOURCE	

OP \$665.00 3898847

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86093753	MOBILE MANAGER SOURCE
Serial Number:	86093738	MOBILE DRIVER SOURCE
Serial Number:	86093748	SMARTER PAYMENTS START HERE.
Serial Number:	86093744	SECUREFUEL
Serial Number:	86208986	SECUREFUEL+
Serial Number:	86208992	
Serial Number:	86248408	WHERE FLEET CARDS MEET TELEMATICS
Registration Number:	2807545	TRUCKERSB2B
Registration Number:	2829343	IT PAYS TO BE A MEMBER

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine St

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan
SIGNATURE:	/Michael Barys TR/
DATE SIGNED:	06/05/2014

Total Attachments: 9

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Electronic Funds Source LLC, as Grantor

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company

Citizenship (see guidelines) USA - UT

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 29, 2014

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Credit Suisse AG, Cayman Islands Branch, as Second Lien
Name: Collateral Agent

Street Address: Eleven Madison Avenue, 23rd Floor

City: New York

State: New York

Country: USA Zip: 10010

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 30860.0410

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

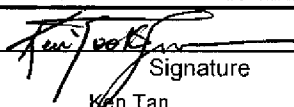
- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Ken Tan

05/30/2014

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005296 FRAME: 0502

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Truckers B2B, LLC, a Delaware limited liability company, as Grantor
Citizenship – USA – DE
3100 West End Avenue, Suite 1150
Nashville, TN 37203

EXECUTION VERSION

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of May 29, 2014 (this "Agreement"), among Electronic Funds Source LLC and Truckers B2B, LLC (each, a "Grantor" and together, the "Grantors") and Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the "Second Lien Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of May 29, 2014 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among WP MUSTANG TOPCO LLC, a Delaware limited liability company ("Holdings"), WP MUSTANG HOLDINGS LLC, a Delaware limited liability company (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Second Lien Administrative Agent, and (b) the Second Lien Collateral Agreement dated as of May 29, 2014 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantors are Affiliates of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantors' right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Second Lien Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Second Lien Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Second Lien Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the Second Lien Intercreditor Agreement), including Liens and security interests granted to Goldman Sachs Bank USA, as First Lien Administrative Agent, pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern.

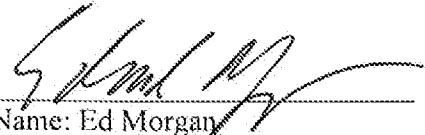
SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ELECTRONIC FUNDS SOURCE LLC, as Grantor

By: 
Name: Ed Morgan
Title: Chief Financial Officer

[Signature Page to WP Mustang Holdings LLC Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005296 FRAME: 0506

TRUCKERS B2B, LLC, as Grantor

By:

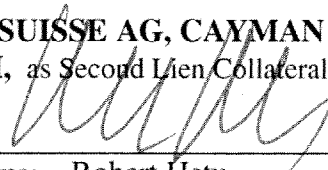

Name: Ed Morgan
Title: Chief Executive Officer

[Signature Page to WP Mustang Holdings LLC Second Lien Trademark Security Agreement]

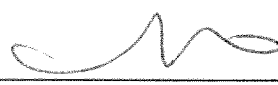
TRADEMARK
REEL: 005296 FRAME: 0507

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Second Lien Collateral Agent**

By


Name: Robert Hetu
Title: Authorized Signatory

By


Name: Alex Verdone
Title: Authorized Signatory

Schedule I

Owner	Mark	Jurisdiction	Status
Electronic Funds Source LLC	DRIVELINE	U.S.	Reg. Number: 3898847 Registered: January 4, 2011
Electronic Funds Source LLC	DRIVELINE & Design	U.S.	Reg. Number: 3898879 Registered: January 4, 2011
Electronic Funds Source LLC	TCH	U.S.	Reg. Number: 3936359 Registered: March 29, 2011
Electronic Funds Source LLC	TCH	U.S.	Reg. Number: 3936358 Registered: March 29, 2011
Electronic Funds Source LLC	Transportation Clearing House	U.S.	Reg. Number: 3905917 Registered: January 11, 2011
Electronic Funds Source LLC	Z-CON	U.S.	Reg. Number: 4143448 Registered: May 15, 2012
Electronic Funds Source LLC	Z-CON & Design	U.S.	Reg. Number: 4143496 Registered: May 15, 2012
Electronic Funds Source LLC	ELECTRONIC FUNDS SOURCE	U.S.	Reg. Number: 4273589 Registered: January 8, 2013
Electronic Funds Source LLC	EFS SMARTFUNDS	U.S.	Serial Number: 85/626775 Filing Date: May 16, 2012
Electronic Funds Source LLC	EFS MONEYCODE	U.S.	Serial Number: 85/835169 Filing Date: January 29, 2013
Electronic Funds Source LLC	ELECTRONIC FUNDS SOURCE	U.S.	Reg. Number: 4362614 Registered: July 2, 2013
Electronic Funds Source LLC	MONEYCODE	U.S.	Serial Number: 85/835165 Filing Date: January 29, 2013
Electronic Funds Source LLC	T-CARD	U.S.	Reg. Number: 1716439 Registered: September 15, 1992
Electronic Funds Source LLC	E-STOP	U.S.	Reg. Number: 2283192 Registered: October 5, 1999
Electronic Funds Source LLC	EFS	U.S.	Reg. Number: 4426088 Registered: October 29, 2013
Electronic Funds Source LLC	EFS & DESIGN	U.S.	Reg. Number: 4426090 Registered: October 29, 2013
Electronic Funds Source LLC	EFS ELECTRONIC FUNDS SOURCE & DESIGN	U.S.	Reg. Number: 4426089 Registered: October 29, 2013
Electronic Funds Source LLC	MOBILE MANAGER SOURCE	U.S.	Serial Number: 86/093753 Filing Date: October 17, 2013
Electronic Funds Source LLC	MOBILE DRIVER SOURCE	U.S.	Serial Number: 86/093738 Filing Date: October 17, 2013
Electronic Funds Source LLC	SMARTER PAYMENTS START HERE	U.S.	Serial Number: 86/093748 Filing Date: October 17, 2013
Electronic Funds Source LLC	SECUREFUEL	U.S.	Serial Number: 86/093744 Filing Date: October 17, 2013
Electronic Funds Source LLC	SECUREFUEL+	U.S.	Serial Number: 86/208986 Filing Date: March 3, 2014
Electronic Funds Source LLC	Lock DESIGN Logo (design application)	U.S.	Serial Number: 86/208992 Filing Date: March 3, 2014

Owner	Mark	Jurisdiction	Status
Electronic Funds Source LLC	WHERE FLEET CARDS MEET TELEMARKS	U.S.	Serial Number: 86/248408 Filing Date: April 10, 2014
Truckers B2B, LLC	TRUCKERSB2B	U.S.	Reg. Number: 2807545 Registered: January 20, 2004
Truckers B2B, LLC	IT PAYS TO BE A MEMBER	U.S.	Reg. Number: 2829343 Registered: April 6, 2004