

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transportation Insight, LLC		09/30/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Babson Capital Finance LLC, as agent		
Street Address:	30 S. Wacker		
Internal Address:	Suite 3920		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	86024339	TI TRANSPORTATIONINSIGHT	
Serial Number:	86089047	CUSTOMSHIPPINGSOLUTIONS FAST. AFFORDABLE	
Registration Number:	4557156	INSIGHT FUSION	
Serial Number:	85909355	INSIGHT FUSION	
Registration Number:	4451469	EXTENDED LEAN	
Registration Number:	4450704	CO-MANAGED LOGISTICS	
Registration Number:	4106878	TRANSPORTATIONINSIGHT EVALUATE. INNOVATE	
Registration Number:	4172778	EVALUATE. INNOVATE. DOMINATE.	
Registration Number:	3486486	INSIGHT BOL	
Registration Number:	3486484	INSIGHT PAYER	
Registration Number:	3486483	INSIGHT FORMS	
Registration Number:	3486482	INSIGHT TRACKER	
Registration Number:	3486481	INSIGHT RATER	
Registration Number:	3486485	INSIGHT REPORTS	
Registration Number:	3486480	INSIGHT ONLINE	
Registration Number:	2965006	TRANSPORTATION INSIGHT	
Registration Number:	3844493	INSIGHTTMS	
Registration Number:	3563730	CUSTOM LOGISTICS	TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 3125585700

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: 312 558-6352**Email:** lkonrath@winston.com**Correspondent Name:** Laura Konrath**Address Line 1:** 35 W Wacker Drive**Address Line 2:** Winston & Strawn LLP, Suite 4200**Address Line 4:** Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	14044-35
NAME OF SUBMITTER:	Laura Konrath
SIGNATURE:	/Laura Konrath/
DATE SIGNED:	09/30/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of September, 2014, by Transportation Insight, LLC, a North Carolina limited liability company, ("Grantor"), in favor of BABSON CAPITAL FINANCE LLC, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of September 30, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 30, 2014 by and among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the 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 Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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 Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the 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:

- (i) each Trademark listed on Schedule 1 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 Trademark; and

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

3. Governing Law. This Agreement is made under and governed by the internal laws of the State of New York without regard to conflicts of law principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[Signature page follows]

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

TRANSPORTATION INSIGHT, LLC

By: 
Name: Reynolds C. Faulkner
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement - Transportation Insight, LLC

Agreed and Accepted
As of the Date First Written Above

BABSON CAPITAL FINANCE LLC, as
Administrative Agent

By: Babson Capital Management, LLC, as
its Manager

By: Mark H. Hines
Its: Duly Authorized Signatory _____

SCHEDULE 1

TRADEMARK REGISTRATIONS

Transportation Insight, LLC	TI TRANSPORTATIONINSIGHT	86/024,339
Transportation Insight, LLC	CUSTOMSHIPPINGSOLUTIONS FAST. AFFORDABLE. RELIABLE.	86/089,047
Transportation Insight, LLC	INSIGHT FUSION	4,557,156
Transportation Insight, LLC	INSIGHT FUSION	85/909,355
Transportation Insight, LLC	EXTENDED LEAN	4,451,469
Transportation Insight, LLC	CO-MANAGED LOGISTICS	4,450,704
Transportation Insight, LLC	TRANSPORTATIONINSIGHT EVALUATE. INNOVATE. DOMINATE.	4,106,878
Transportation Insight, LLC	EVALUATE. INNOVATE. DOMINATE.	4,172,778
Transportation Insight, LLC	INSIGHT BOL	3,486,486
Transportation Insight, LLC	INSIGHT PAYER	3,486,484
Transportation Insight, LLC	INSIGHT FORMS	3,486,483
Transportation Insight, LLC	INSIGHT TRACKER	3,486,482
Transportation Insight, LLC	INSIGHT RATER	3,486,481
Transportation Insight, LLC	INSIGHT REPORTS	3,486,485
Transportation Insight, LLC	INSIGHT ONLINE	3,486,480
Transportation Insight, LLC	TRANSPORTATION INSIGHT	2,965,006
Transportation Insight, LLC	INSIGHTTMS	3,844,493
Transportation Insight, LLC	CUSTOM LOGISTICS	3,563,730

TRADEMARK APPLICATIONS

None.