

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318757

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Total Insight, LLC		09/30/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	United Sourcing Alliance, LLC		
<b>Street Address:</b>	328 First Ave. NW		
<b>City:</b>	Hickory		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28601		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: KENTUCKY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3816983	TOTAL INSIGHT	
<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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	7043317448		
<b>Email:</b>	amanda.bryan@klgates.com		
<b>Correspondent Name:</b>	Amanda K. Bryan		
<b>Address Line 1:</b>	214 North Tryon Street, 47th Floor		
<b>Address Line 2:</b>	K&L Gates LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	2852414.00002		
<b>NAME OF SUBMITTER:</b>	Amanda K. Bryan		
<b>SIGNATURE:</b>	/Amanda K. Bryan/		
<b>DATE SIGNED:</b>	10/02/2014		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), dated as of September 30, 2014, is executed by Total Insight, LLC a North Carolina limited liability company ("Assignor") in favor of United Sourcing Alliance, LLC a Kentucky limited liability company ("Assignee"), in connection with and subject to that certain Merger and Equity Purchase Agreement, dated as of September 30, 2014, by and among Assignor, REP TI Holdings, LLC, REP TI Merger Sub, LLC, and Transportation Insight, LLC (the "Purchase Agreement").

*WHEREAS*, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademark set forth on Exhibit A attached hereto (the "Trademark"), and the goodwill associated therewith;

*WHEREAS*, pursuant to the Purchase Agreement, Assignor has agreed and desires to assign to Assignee all right, title and interest in and to the Trademark, together with the goodwill associated therewith;

*WHEREAS*, the Assignor and Assignee wish to confirm and memorialize their agreement with respect to the assignment, transfer and conveyance of the Trademark to Assignee under the Purchase Agreement, and through this Assignment, are confirming and consummating such transactions contemplated by the Purchase Agreement; and

*WHEREAS*, all capitalized terms not herein defined shall have the meaning ascribed to them in the Purchase Agreement.

*NOW, THEREFORE*, in consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the Assignor and Assignee agree as follows:

1. Conveyance. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee Assignor's entire right, title and interest in and to the Trademark, together with Assignor's goodwill in connection with which the Trademark is used, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Trademark due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Further Assurances. Assignor shall from time to time after the date hereof, at the request of Assignee and without further consideration, execute and deliver to Assignee such additional instruments of conveyance in addition to this Assignment as Assignee shall reasonably request to evidence more fully the transfer of the Trademark by Assignor to Assignee. In addition, Assignor shall provide Assignee with cooperation and assistance at Assignee's request (including the execution and delivery of any and all documentation as may be reasonably required) in the recordation of this Assignment.

3. Miscellaneous. Each and all of the covenants, terms, provisions and agreements herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be executed in two or more counterparts, each of which shall be deemed an

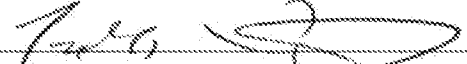
original and all of which shall be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or email shall be as effective as delivery of a manually executed counterpart of this Assignment.

*[Signature page immediately follows.]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first written above.

**ASSIGNOR:**

TOTAL INSIGHT, LLC

By:  \_\_\_\_\_

Name: Reynolds C. Faulkner

Title: Chief Financial Officer

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 005373 FRAME: 0133**

**Appendix A**  
**Assigned Trademark**

<b><u>Mark</u></b>	<b><u>Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
TOTAL INSIGHT	77/831,278	9/21/09	3,816,983	7/13/10