

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326587

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Transplace Texas, LP		12/12/2014	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prospect Capital Corporation		
<b>Street Address:</b>	10 East 40th Street, 42nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86389944	OPTIMIZE PRIME	
<b>Serial Number:</b>	86433111	Y OPTIMIZE PR1ME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>	202-739-5723		
<b>Email:</b>	chimmelfarb@morganlewis.com		
<b>Correspondent Name:</b>	Carolyn Himmelfarb		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	032084-0003		
<b>NAME OF SUBMITTER:</b>	CarolynHimmelfarb		
<b>SIGNATURE:</b>	/Carolyn Himmelfarb/		
<b>DATE SIGNED:</b>	12/18/2014		
<b>Total Attachments: 5</b>			
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source=Prospect 2014 Trademark Shortform Security Agreement (Execution Copy)#page2.tif			
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TRADEMARK



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 12, 2014, is made by **TRANSPLACE TEXAS, LP**, a Texas limited partnership ("Loan Party"), in favor of **PROSPECT CAPITAL CORPORATION**, as agent for the Purchasers party to the Senior Secured Loan Agreement (as defined below) (in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to the Senior Secured Loan Agreement, dated as of June 11, 2013 (as amended on October 31, 2014, and as such agreement may be further amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Senior Secured Loan Agreement"), among GTP OPERATIONS, LLC (formerly known as CI (TRANSPLACE) HOLDINGS, LLC), a Delaware limited liability company ("Transplace"), TRANSPLACE, LLC, a Delaware limited liability company ("Intermediate Holdings"), CI (TRANSPLACE) INTERNATIONAL, LLC, a Delaware limited liability company ("CI Transplace"), TRANSPLACE FREIGHT SERVICES, LLC, a Delaware limited liability company ("Transplace Freight"), Loan Party, TRANSPLACE STUTTGART, LP, a Texas limited partnership ("Transplace Stuttgart"), TRANSPLACE INTERNATIONAL, INC., a Nevada corporation ("Transplace International"), CELTIC INTERNATIONAL, LLC, a Delaware limited liability company ("Celtic"), LOGISTICS MANAGEMENT SOLUTIONS, L.C., a Missouri limited liability company ("LMS", and collectively with Transplace, Intermediate Holdings, CI Transplace, Transplace Freight, Loan Party, Transplace Stuttgart, Transplace International, Celtic and Parent, in its capacity as Amendment No. 1 Initial Borrower, "Borrower"), TRANSPLACE HOLDINGS, INC., a Delaware corporation ("Parent"), as Amendment No. 1 Initial Borrower and Guarantor, the other Guarantors party thereto, the Purchasers party thereto, and Agent, the Purchasers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, pursuant to the Security Agreement, dated as of June 11, 2013 (as amended on October 31, 2014 and as such agreement may be further amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), among Borrower, each Guarantor that is a party thereto, and Agent, Loan Party has granted to Agent for the benefit of the Purchasers a security interest in all Intellectual Property, including the Trademarks (other than Excluded Property);

**NOW, THEREFORE**, in accordance with Section 4.6(ii)(x) of the Security Agreement and Section 7.1(m) of the Senior Secured Loan Agreement, Loan Party hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or the Senior Secured Loan Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Loan Party, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Loan Party, hereby mortgages,

pledges and hypothecates to Agent for the benefit of the Purchasers, and grants to Agent for the benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Loan Party (the “Trademark Collateral”):

(a) each Trademark (and exclusive license thereof) referred to on Schedule 1 hereto but excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and Loan Party hereby acknowledges and agrees that the rights and remedies of Agent (for the ratable benefit of the Purchasers) 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. Loan Party Remains Liable. Loan Party hereby agrees that, anything herein to the contrary notwithstanding, Loan Party shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and any contractual obligations granting any right, title and interest in or relating to any Intellectual Property subject to a security interest hereunder.

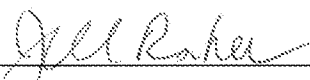
Section 5. Counterparts. Any number of counterparts of this Trademark Security Agreement and the other Purchase Documents, including facsimiles, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

Section 6. Governing Law. THE INTERNAL LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST).

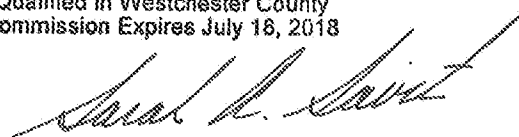
IN WITNESS WHEREOF, Loan Party has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TRANSPLACE TEXAS, LP,**  
a Texas limited partnership

By: CI (Transplace) GP, LLC (as successor in  
interest to Transplace GP LLC),  
its sole general partner

By:   
Name:  
Title:

SARAH A. SAVIT  
Notary Public, State of New York  
No. 4938092  
Qualified in Westchester County  
Commission Expires July 18, 2018

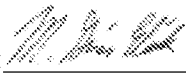


**ACCEPTED AND AGREED**

as of the date first above written:

**PROSPECT CAPITAL CORPORATION,**

as Agent


By: 

Name: M. Grier Eliasek

Title: President & Chief Operating Officer

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<b>Trademark</b>	<b>Ser./Reg./App. No.</b>	<b>Filing Date</b>
OPTIMIZE PRIME	86/389,944	September 9, 2014
OPTIMIZE PRIME & Design 	86/433,111	October 23, 2014