

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Amended and Restated Patent, Trademark and Copyright Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pittsburgh Logistics Systems, Inc.		12/23/2014	CORPORATION: PENNSYLVANIA
eflatbed.com, inc.		12/23/2014	CORPORATION: PENNSYLVANIA
PLS Business Services, Inc.		12/23/2014	CORPORATION: DELAWARE
Quadrivius Business Services, Inc.		12/23/2014	CORPORATION: DELAWARE
Quadrivius Technology Solutions, Inc.		12/23/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	249 Fifth Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3891265	PLS PRO SYSTEM	
Registration Number:	4260329	EFLATBED.COM	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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>			
Phone:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0072848-000002		

CH \$65.00 3891265

TRADEMARK

NAME OF SUBMITTER:	Michael L. Dever
SIGNATURE:	/Michael L. Dever/
DATE SIGNED:	12/26/2014
Total Attachments: 9 source=pnc-pittsburgh logistics systems amended security agreement 12-23-14#page1.tif source=pnc-pittsburgh logistics systems amended security agreement 12-23-14#page2.tif source=pnc-pittsburgh logistics systems amended security agreement 12-23-14#page3.tif source=pnc-pittsburgh logistics systems amended security agreement 12-23-14#page4.tif source=pnc-pittsburgh logistics systems amended security agreement 12-23-14#page5.tif source=pnc-pittsburgh logistics systems amended security agreement 12-23-14#page6.tif source=pnc-pittsburgh logistics systems amended security agreement 12-23-14#page7.tif source=pnc-pittsburgh logistics systems amended security agreement 12-23-14#page8.tif source=pnc-pittsburgh logistics systems amended security agreement 12-23-14#page9.tif	

**FIRST AMENDMENT TO AMENDED AND RESTATED PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Amendment"), dated as of December 23, 2014 (this "First Amendment Effective Date"), is made by and among PITTSBURGH LOGISTICS SYSTEMS, INC., a Pennsylvania corporation, eflatbed.com, inc., a Pennsylvania Corporation, PLS BUSINESS SERVICES, INC., a Delaware corporation, QUADRIVIUS BUSINESS SERVICES, INC. and QUADRIVIUS TECHNOLOGY SOLUTIONS, INC., a Delaware corporation, as Borrowers, together with QUADRIVIUS HOLDINGS, INC., a Delaware corporation, as Guarantor (each of the Borrowers and Guarantor, a "Pledgor" and collectively, the "Pledgors") and PNC BANK, NATIONAL ASSOCIATION as successor to National City Business Credit, Inc., as Agent for the Lenders (defined below) (the "Agent") under the Credit Agreement (as hereinafter defined).

RECITALS:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of July 16, 2008 (as amended, the "Existing Credit Agreement"), the Lenders party thereto (the "Lenders") made certain loans and financial accommodations to the Borrowers;

WHEREAS, as security for the obligations of the Borrowers under the Existing Credit Agreement, certain of the Pledgors entered into that certain Amended and Restated Patent, Trademark and Copyright Security Agreement dated as of December 28, 2009 (the "IP Security Agreement") pursuant to which they granted the Agent for the benefit of the Lenders liens and security interests in certain patents, trademarks, copyrights and other property as more fully described therein;

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of December 23, 2014 (as it may hereafter be amended, modified, restated or supplemented from time to time, the "Credit Agreement"), the Agent and the Lenders have agreed to amend and restate the Existing Credit Agreement;

WHEREAS, in consideration for the Agent and Lenders' agreement to enter into the Credit Agreement, the Pledgors have agreed to enter into this Amendment;

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated herein by reference. The Loan Parties hereby represent and warrant that the recitals are true and accurate statements.
2. Definitions. Capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Loan Agreement.
3. Amendments to IP Security Agreement.

(a) All references to the term "Loan Agreement" in the IP Security Agreement are hereby amended to mean the "Credit Agreement".

(b) The definition of "Debt" in the IP Security Agreement is hereby amended and restated as follows:

"Debt" shall mean and include the following: (i) the Obligations, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every Pledgor to the Agent, the Lenders, or any of their respective Affiliates, now existing or hereafter incurred under the Loan Agreement, the Notes or any of the Other Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to any Borrower or any Guarantor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Agreement or the Other Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Agreement or the Other Documents or are made in circumstances in which any condition to extension of credit is not satisfied); and (ii) all Interest Rate Hedge Liabilities under any Lender-Provided Interest Rate Hedge."

(c) Section 6 of the IP Security Agreement is hereby amended and restated in its entirety as follows:

"If, before the Debt shall have been indefeasibly satisfied in full, the commitments to make Revolving Advances and Swing Loans have terminated, and all Letters of Credit have terminated, any Pledgor shall own any new trademarks, any newly registered copyrights or any newly patented inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Agent prompt notice thereof in writing. Each Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto."

(d) Section 9 of the IP Security Agreement is hereby amended and restated in its entirety as follows:

"At such time as the Debt shall have indefeasibly paid in full, all the Letters of Credit have expired, and the commitments to make Revolving Advances and Swing Loans shall have terminated, this Agreement shall terminate and the Agent shall execute and deliver to each Pledgor all deeds, assignments and other instruments as may be

necessary or proper to re-vest in such Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Agent pursuant hereto.”

(e) Section 11 of the IP Security Agreement is hereby amended and restated in its entirety as follows:

“Each Pledgor shall have the duty, through counsel reasonably acceptable to the Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full, all of the Letters of Credit have expired, and the commitments to make Revolving Advances and Swing Loans shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all of its rights in patent applications and patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by such Pledgor. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Agent, such consent not to be unreasonably withheld.”

(f) Schedule A to the IP Security Agreement [Patents, Trademarks and Copyrights] is hereby amended, restated and substituted in its entirety with Schedule A hereto. Schedule B to the IP Security Agreement is hereby amended, restated and substituted in its entirety with Schedule B hereto.

4. Conditions of Effectiveness of Amendment. On the First Amendment Effective Date, the Administrative Agent shall have received each of the following in form and substance satisfactory to the Administrative Agent:

(a) Execution and Delivery. Each of the Pledgors shall have executed and delivered to the Agent this Amendment.

5. Force and Effect. Each of the Pledgors: (a) reconfirms, restates, and ratifies the Credit Agreement, the Other Documents and all other documents executed in connection therewith except to the extent any such documents are expressly modified by this Amendment; (b) confirms that all such documents have remained in full force and effect since the date of their execution; and (c) acknowledges and agrees that this Amendment is an Other Document as defined under the Credit Agreement, and a violation of any provision of this Amendment shall constitute an Event of Default under the Credit Agreement.

6. Governing Law. This Amendment shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

7. Counterparts. This Amendment may be signed by telecopy or original in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES BEGIN ON NEXT PAGE]

**[Signature Page to First Amendment to Amended and Restated Patent, Trademark and
Copyright Security Agreement]**

**PNC BANK, NATIONAL ASSOCIATION, as
Lender and Administrative Agent**

By:  _____

Name: Kevin D. Rich

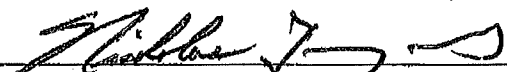
Title: Assistant Vice President

[Signature Page to First Amendment to Amended and Restated Patent, Trademark and
Copyright Security Agreement]


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

PLEDGORS:


PITTSBURGH LOGISTICS SYSTEMS, INC.

By: 
Name: NICHOLAS TRUYSENS
Title: CFO


eflatbed.com, inc.

By: 
Name: NICHOLAS TRUYSENS
Title: CFO

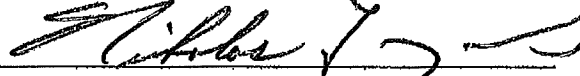
PLS BUSINESS SERVICES, INC.

By: 
Name: NICHOLAS TRUYSENS
Title: CFO

QUADRIVIUS BUSINESS SERVICES, INC.

By: 
Name: NICHOLAS TRUYSENS
Title: CFO

**QUADRIVIUS TECHNOLOGY SOLUTIONS,
INC.**

By: 
Name: NICHOLAS TRUYSENS
Title: CFO

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

Trademark Registrations

<u>PLEDGOR</u>	<u>TRADEMARK</u>	<u>TRADEMARK REGISTRATION/ APPLICATION NUMBER</u>	<u>DATE OF REGISTRATION/ APPLICATION</u>
Pittsburgh Logistics Systems, Inc.	Pittsburgh Logistics Systems, Inc. (Principal Register)	2,024,885	12/24/96
eflatbed.com, inc.	eflatbed.com, inc. (Principal Register) (stylized)	2,549,400	03/19/02
eflatbed.com, inc.	eflatbed.com, inc. (Principal Register) (stylized)	2,555,250	04/02/02
eflatbed.com, inc.	eflatbed.com (Principal Register) (stylized)	2,485,096	09/04/01
eflatbed.com, inc.	eflatbed.com (Principal Register) (stylized)	2,593,804	07/06/02
eflatbed.com, inc.	eflatbed.com (Principal Register)	2,473,711	07/31/01
Pittsburgh Logistics Systems, Inc.	PLS	3,551,118	12/23/08
Pittsburgh Logistics Systems, Inc.	PLS Logistics Services and diamond logo (vertical)	3,561,984	01/13/09
Pittsburgh Logistics Systems, Inc.	PLS Logistics Services and diamond logo (horizontal)	3,561,983	01/13/09
Pittsburgh Logistics Systems, Inc.	PLS Logistics Services and related design	3,561,981	01/13/09

Pittsburgh Logistics Systems, Inc.	Diamond logo	3,554,872	12/30/08
Pittsburgh Logistics Systems, Inc.	PLS Freight Solutions and diamond logo (horizontal)	3,562,135	01/13/09
Pittsburgh Logistics Systems, Inc.	PLS Freight Solutions	3,562,134	01/13/09
Pittsburgh Logistics Systems, Inc.	PLS PRO SYSTEM	3,891,265	12/14/10
eflatbed.com, inc.	EFLATBED.COM	4,260,329	12/18/12

Patents None.

Copyrights None.

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED ENCUMBRANCES**

The Loan Parties are not party to any license agreements other than "shrink wrap" or "off the shelf" software licenses.