

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FREIGHT FORCE, INC.		01/01/2015	CORPORATION: CALIFORNIA
FREIGHT FORCE HOLDINGS, LLC		01/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PLEXUS FUND III, L.P.		
Street Address:	4601 SIX FORKS RD., SUITE 528		
Internal Address:	C/O PLEXUS CAPITAL, LLC		
City:	RALEIGH		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3111741	FREIGHT FORCE	
Registration Number:	3111740	FREIGHT FORCE	
Registration Number:	3111739	FREIGHT FORCE	
Registration Number:	3111738	FREIGHT FORCE	
Registration Number:	3119950	FREIGHT FORCE	
Registration Number:	3119949	FREIGHT FORCE	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	9198216609		
Email:	LYOUNG@SMITHLAW.COM		
Correspondent Name:	LISA YOUNG		
Address Line 1:	150 FAYETTEVILLE ST., SUITE 2300		
Address Line 2:	C/O SMITH ANDERSON LAW FIRM		
Address Line 4:	RALEIGH, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	12848.10		

OP \$165.00 3111741

NAME OF SUBMITTER:	LISA YOUNG
SIGNATURE:	/LISA YOUNG/
DATE SIGNED:	01/05/2015
Total Attachments: 4 source=IP Security Agreement - Freight Force - 1-1-15 - EXECUTED#page1.tif source=IP Security Agreement - Freight Force - 1-1-15 - EXECUTED#page2.tif source=IP Security Agreement - Freight Force - 1-1-15 - EXECUTED#page3.tif source=IP Security Agreement - Freight Force - 1-1-15 - EXECUTED#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into effective as of January 1, 2015 by and between PLEXUS FUND III, L.P., a Delaware limited partnership, as Collateral Agent under (and as described in) the Purchase Agreement (as defined below) (“**Collateral Agent**”), FREIGHT FORCE, INC., a California corporation (“**Freight Force**”), and FREIGHT FORCE HOLDINGS, LLC, a Delaware limited liability company (“**Parent**”, and together with Freight Force and each Person that becomes a “Borrower” pursuant to Section 9.13 of the Purchase Agreement, collectively, the “**Borrower**”).

RECITALS

Purchasers (as defined in the Purchase Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Note Purchase Agreement by and among Collateral Agent, Purchasers, Borrower and the other parties from time to time party thereto effective of even date herewith (as amended from time to time, the “**Purchase Agreement**”). Pursuant to the terms of a Security Agreement effective as of the date hereof in favor of Collateral Agent (as amended from time to time, the “**Security Agreement**”), Borrower has granted to Collateral Agent a security interest in its personal property. Capitalized terms used herein are used as defined in the Security Agreement.

NOW, THEREFORE, Borrower and Collateral Agent agree as follows:

AGREEMENT

To secure its obligations under the Purchase Agreement and under any other agreement now existing or hereafter arising between Borrower, Collateral Agent and any Purchaser, Borrower grants to Collateral Agent, a security interest in all of Borrower’s right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibit A hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

Borrower represents and warrants that Exhibit A hereto sets forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

Freight Force, Inc.
Freight Force Holdings, LLC
505 South Flagler Drive, Suite 1400
West Palm Beach, FL 33401
Email: slong@pbcap.com
Telephone: (831) 623-4041
Fax: (561) 659-9055
Attention: Scott M. Long

BORROWER:
FREIGHT FORCE, INC.

By: _____
Name: Scott Long
Its: Authorized Representative

FREIGHT FORCE HOLDINGS, LLC

By: _____
Name: Scott Long
Its: Director

Address of Collateral Agent:

Plexus Fund III, L.P.
c/o Plexus Capital, LLC
4601 Six Forks Road, Suite 528
Raleigh, NC 27609
Email: MBecker@plexuscap.com
Telephone: (919) 256-6342
Fax: (919) 256-6350
Attention: Michael S. Becker

COLLATERAL AGENT:
PLEXUS FUND III, L.P., a Delaware limited partnership

By: Plexus Fund III GP, LLC
Its: General Partner

By: _____
Name: Michael S. Becker
Its: Manager

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

Freight Force, Inc.
Freight Force Holdings, LLC
505 South Flagler Drive, Suite 1400
West Palm Beach, FL 33401
Email: slong@pbcap.com
Telephone: (831) 623-4041
Fax: (561) 659-9053
Attention: Scott M. Long

BORROWER:

FREIGHT FORCE, INC.

By: _____

Name: _____

Its: _____

FREIGHT FORCE HOLDINGS, LLC

By: _____

Name: _____

Its: _____

Address of Collateral Agent:

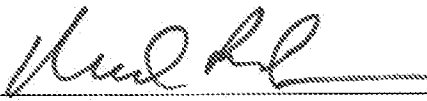
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COLLATERAL AGENT:

PLEXUS FUND III, L.P., a Delaware limited partnership

By: Plexus Fund III GP, LLC

Its: General Partner

By: 

Name: Michael S. Becker




Its: Manager

{Signature Page to Intellectual Property Security Agreement}

EXHIBIT A

Intellectual Property

1. TRADEMARKS

Mark	Reg. Number	Reg. Date
	3,111,741	7/4/06
FREIGHT FORCE	3,111,740	7/4/06
	3,111,739	7/4/06
FREIGHT FORCE	3,111,738	7/4/06
	3,119,950	7/25/06
FREIGHT FORCE	3,119,949	7/25/06

2. PATENTS

None.

3. COPYRIGHTS

None.