

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343946

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bright Lights Partners, LLC		06/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RTS Holdings, LLC		06/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
QLS Logistic Services, LLC		06/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
Greenfleet Ventures, LLC		06/01/2015	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Comerica Bank
<b>Street Address:</b>	300 West Sixth Street, Suite 2250
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78701
<b>Entity Type:</b>	banking association: UNITED STATES

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Serial Number:</b>	86345402	INTERMODALOGISTICS
<b>Registration Number:</b>	4610481	
<b>Registration Number:</b>	4499316	ROADONE
<b>Registration Number:</b>	4499315	ROADONE INTERMODALOGISTICS
<b>Registration Number:</b>	4499314	ROADONE INTERMODALOGISTICS
<b>Registration Number:</b>	4499313	ROADONE
<b>Registration Number:</b>	3677447	PORT TO FLOOR
<b>Registration Number:</b>	3497405	INTERMODALOGISTICS
<b>Registration Number:</b>	1454644	ROAD LINK

## CORRESPONDENCE DATA

Fax Number: 2147455390

*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.*

CH \$240.00 86345402

**Phone:** 214.745.5370  
**Email:** jmuennink@winstead.com  
**Correspondent Name:** Jan Muennink c/o Winstead PC  
**Address Line 1:** P.O. Box 131851  
**Address Line 4:** Dallas, TEXAS 75313

**ATTORNEY DOCKET NUMBER:** 3134-1766

**NAME OF SUBMITTER:** Jan Muennink

**SIGNATURE:** /Jan Muennink/

**DATE SIGNED:** 06/08/2015

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 1, 2015 by and among COMERICA BANK ("Bank") and BRIGHT LIGHTS PARTNERS, LLC, a Delaware limited liability company, RTS HOLDINGS, LLC, a Delaware limited liability company, QLS LOGISTIC SERVICES, LLC, a Delaware limited liability company, and GREENFLEET VENTURES, LLC, a Delaware limited liability company (individually and collectively, "Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, (except for those abandoned in the ordinary course of business).

This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Intellectual Property Security Agreement.

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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 Grantor:

BRIGHT LIGHTS PARTNERS, LLC  
221 West 6th St., Suite 700  
Austin, TX 78701

Fax: \_\_\_\_\_

Attn: Manager

GRANTOR:

BRIGHT LIGHTS PARTNERS, LLC

By: 

Philip Siegel  
Manager

RTS HOLDINGS, LLC  
QLS LOGISTIC SERVICES, LLC  
GREENFLEET VENTURES, LLC  
One Kellaway Drive  
Randolph, MA 02368

Fax: \_\_\_\_\_

Attn: Manager

RTS HOLDINGS, LLC  
QLS LOGISTIC SERVICES, LLC  
GREENFLEET VENTURES, LLC

By: Bright Lights Partners, LLC  
as the sole member of each entity listed above

By: 

Philip Siegel  
Manager

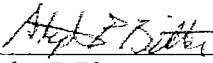
Address of Bank:

Comerica Bank  
Technology & Life Sciences Division  
Loan Analysis Department  
300 West Sixth Street, Suite 2250  
Austin, Texas 78701  
Fax: (512) 427-7178  
Attn: Manager

BANK:

COMERICA BANK

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



Stephen P. Bitter  
Senior Vice President

**IP SCHEDULE**

EXHIBIT A

Copyrights

None.

**IP SCHEDULE**

EXHIBIT B

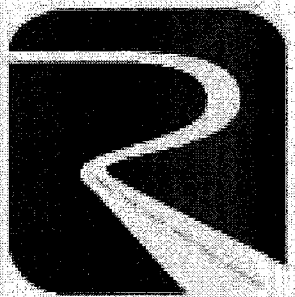

Patents



**IP SCHEDULE**

EXHIBIT C

Trademarks

MARK	APP/REG NO	APP/REG DATE	STATUS	SERVICES
<b>INTERMODALOGISTICS</b>	App. No.: 86345402	App. Date: 7/23/2014	Pending	Class 35 - Business management services, namely, managing logistics, reverse logistics, supply chain services, and product distribution processes for others; freight logistics management  Class 39 - Transportation of containerized freight by truck; freight forwarding; freight warehousing, freight distribution in the nature of delivery, freight transloading and product container consolidation for others for transportation purposes; supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of documents, packages, raw materials, and other freight for others by truck; cargo loading and unloading; freight brokerage
	App. No.: 85822362  Reg. No.: 4610481	App. Date: 1/14/2013  Reg. Date: 9/23/2014	Registered	Class 35 - Business management services, namely, managing logistics, reverse logistics, supply chain services, and product distribution processes for others; freight logistics management  Class 39 - Transportation of containerized freight by truck; freight forwarding; freight warehousing, freight distribution in the nature of delivery, freight transloading and product container consolidation for others for transportation purposes; supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of documents, packages, raw materials, and other freight for others by truck; cargo loading and unloading; freight brokerage
<b>ROADONE</b>	App. No.: 85822475  Reg. No.: 4499316	App. Date: 1/14/2013  Reg. Date: 3/18/2014	Registered	Class 35 - Business management services, namely, managing logistics, reverse logistics, supply chain services, and product distribution processes for others; freight logistics management
	App. No.: 85822382  Reg. No.: 4499315	App. Date: 1/14/2013  Reg. Date: 3/18/2014	Registered	Class 35 - Business management services, namely, managing logistics, reverse logistics, supply chain services, and product distribution processes for others; freight logistics management  Class 39 - Transportation of containerized

**IP SCHEDULE**

<b>MARK</b>	<b>APP/REG NO</b>	<b>APP/REG DATE</b>	<b>STATUS</b>	<b>SERVICES</b>
				freight by truck; freight forwarding; freight warehousing, freight distribution in the nature of delivery, freight transloading and product container consolidation for others for transportation purposes; supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of documents, packages, raw materials, and other freight for others by truck; cargo loading and unloading; freight brokerage
<b>ROADONE INTERMODALOGISTICS</b>	App. No.: 85822351  Reg. No.: 4499314	App. Date: 1/14/2013  Reg. Date: 3/18/2014	Registered	Class 35 - Business management services, namely, managing logistics, reverse logistics, supply chain services, and product distribution processes for others; freight logistics management  Class 39 - Transportation of containerized freight by truck; freight forwarding; freight warehousing, freight distribution in the nature of delivery, freight transloading and product container consolidation for others for transportation purposes; supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of documents, packages, raw materials, and other freight for others by truck; cargo loading and unloading; freight brokerage
<b>ROADONE</b>	App. No.: 85822343  Reg. No.: 4499313	App. Date: 1/14/2013  Reg. Date: 3/18/2014	Registered	Class 39 - Transportation of containerized freight by truck; freight forwarding; freight warehousing, freight distribution in the nature of delivery, freight transloading and product container consolidation for others for transportation purposes; supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of documents, packages, raw materials, and other freight for others by truck; cargo loading and unloading; freight brokerage
<b>PORT TO FLOOR</b>	App. No.: 77464528  Reg. No.: 3677447	App. Date: 5/2/2008  Reg. Date: 9/1/2009	Registered	Class 35 - Business management services, namely, managing logistics, reverse logistics, supply chain services, product distribution services for others  Class 39 - Freight transportation by truck; freight forwarding; freight warehousing, distribution, transloading and consolidation for others; providing freight-carrier services to others; cargo loading and unloading; freight brokerage

**IP SCHEDULE**

<b>MARK</b>	<b>APP/REG NO</b>	<b>APP/REG DATE</b>	<b>STATUS</b>	<b>SERVICES</b>
<i>IntermodaLogistics</i>	App. No.: 77330035  Reg. No.: 3497405	App. Date: 11/15/2007  Reg. Date: 9/2/2008	Registered (Supplemental)	Class 35 - Business management services, namely, managing and procuring supply chain and after market supply chain services, product distribution services and processes, material management, and transportation services for others  Class 39 - Freight transportation by truck; freight forwarding; freight warehousing, distribution, transloading and consolidation for others; providing freight-carrier services to others; cargo loading and unloading; freight brokerage
<b>ROAD LINK</b>	App. No.: 73536375  Reg. No.: 1454644	App. Date: 5/7/1985  Reg. Date: 8/25/1987	Registered (Renewed)	Class 39 - Truck transport services