

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349965

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Transportation Solutions Enterprises, LLC		01/01/2015	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Redwood Logistics, LLC		
<b>Street Address:</b>	1765 N. Elston, Suite 216		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60642		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85959339	TSE	
<b>Serial Number:</b>	85959337	TRANSPORTATION SOLUTIONS ENTERPRISES	
<b>Serial Number:</b>	85959329	TSG	
<b>Serial Number:</b>	85959341	TRANSPORTATION SOLUTIONS GROUP	
<b>Serial Number:</b>	85959346	F/X	
<b>Serial Number:</b>	86058839	3PLOGIC	
<b>Serial Number:</b>	86071598	4.5 PL	
<b>Serial Number:</b>	86071602	4 1/2 PL	
<b>Serial Number:</b>	86071607	3.5 PL	
<b>Serial Number:</b>	86071612	3 1/2 PL	
<b>Serial Number:</b>	86325533	REDWOOD	
<b>Serial Number:</b>	86325535	REDWOOD LOGISTICS	
<b>Serial Number:</b>	86522889	REDWOOD	
<b>Serial Number:</b>	86523211		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122691747		
<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>			

CH \$365.00 85959339

**Phone:** 312.269.8000  
**Email:** temanuelson@ngelaw.com  
**Correspondent Name:** Antony J. McShane  
**Address Line 1:** 2 North LaSalle Street, Suite 1700  
**Address Line 2:** Neal, Gerber & Eisenberg, LLP  
**Address Line 4:** Chicago, ILLINOIS 60602

**ATTORNEY DOCKET NUMBER:** 24534-0701

**NAME OF SUBMITTER:** Antony J. McShane

**SIGNATURE:** /Antony McShane/

**DATE SIGNED:** 07/31/2015

**Total Attachments: 7**

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Form **LLC-5.25**  
May 2012

Secretary of State  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 351  
Springfield, IL 62756  
217-624-8008  
www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois  
Limited Liability Company Act  
**Articles of Amendment**

**SUBMIT IN DUPLICATE**

Type or print clearly.

This space for use by Secretary of State.

Filing Fee: \$150.

Approved: *[Signature]*

FILE # 03672549

This space for use by Secretary of State.

**FILED**

DEC 02 2014

JESSE WHITE  
SECRETARY OF STATE

1. Limited Liability Company Name: Transportation Solutions Enterprises, LLC

2. Articles of Amendment effective on:  
 the file date  
 a later date (not to exceed 30 days after the file date) January 1, 2015  
Month, Day, Year

3. Articles of organization are amended as follows (check applicable item(s) below):
- a) Admission of a new member (give name and address below)\*
  - b) Admission of a new manager (give name and address below)\*
  - c) Withdrawal of a member (give name below)\*
  - d) Withdrawal of a manager (give name below)\*
  - e) Change in address of the office at which the records required by Section 1-40 of the Act are kept (give new address, a P.O. Box alone or C/O is unacceptable.)
  - f) Change of registered agent and/or registered agent's office (give new name and/or address below, Address change to P.O. box alone or c/o is unacceptable.)
  - g) Change in the Limited Liability Company's name (give new name below)
  - h) Change in date of dissolution or other events of dissolution enumerated in Item 8 of the Articles of Organization
  - i) Other (give information in space below)
  - j) Establish authority to issue series (see back filing fee \$400)\*

\* Changes in members/managers may, but are not required to be reported in an amendment to the Articles of Organization.

Additional information:

New Name of LLC (as changed): Redwood Logistics, LLC

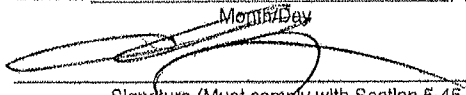
The name as changed must contain the words Limited Liability Company, LLC or L.L.C.

(continued)

LLC-5.25

4. The amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act, and, if adopted by the managers, was approved by not less than the minimum number of managers necessary to approve the amendment, member action not being required; or, if adopted by the members, was approved by not less than the minimum number of members necessary to approve the amendment.
5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated: 12-2, 2014  
Month/Day Year

  
Signature (Must comply with Section 5-45 of ILLCA.)

Todd Berger, a Manager  
Name and Title (type or print)

If the member or manager signing this document is a company or other entity, state Name of Company and whether it is a member or manager of the LLC.

\* The following paragraph is adopted when Item 3j is checked:

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.

**SECOND AMENDMENT TO  
OPERATING AGREEMENT  
OF TRANSPORTATION SOLUTIONS ENTERPRISES, LLC**

This Second Amendment to the Operating Agreement of Transportation Solutions Enterprises, LLC, an Illinois limited liability company (the "Company"), dated as of December 2, 2014, and to be effective January 1, 2015, is made by and among the Managers whose signatures appear on the signature pages hereto (collectively, the "Managers"; each capitalized term used but not otherwise defined herein has the meaning ascribed to such term in the Operating Agreement (as such term is defined herein)).

W I T N E S S E T H:

WHEREAS, the Managers are parties to that certain Operating Agreement of Transportation Solutions Enterprises, LLC, dated as of October 1, 2011 and amended on December 6, 2013 (and as may be further amended, modified or supplemented from time to time in accordance with the terms thereof, the "Operating Agreement");

WHEREAS, Section 4.3(q) of the Operating Agreement provides that upon the consent of a majority of the Managers of the Company, the Managers may change the name of the Company; and

WHEREAS, the Managers desire to change the name of the Company and amend the Operating Agreement on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, BE IT RESOLVED, that the Agreement is hereby amended as follows:

1. Article 2.2 of the Agreement shall be amended in its entirety to read as follows:

"2.2. Name. The name of the Company is Redwood Logistics, LLC."

2. The Managers of the Company shall file Articles of Amendment with the Illinois Secretary of State to effect the name change.

3. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect.


Capitalized terms used herein shall have the meaning set forth in the Agreement unless otherwise defined herein.

IN WITNESS WHEREOF, the undersigned, being the Managers of the Company, hereby consent to the adoption of this Amendment and have caused this Amendment to be executed as of the date first above written.

\_\_\_\_\_  
Todd Berger

\_\_\_\_\_  
Andrew Friedman

\_\_\_\_\_  
Allen Berger

  
\_\_\_\_\_  
David Hoffman

\_\_\_\_\_  
Stuart Taussig

IN WITNESS WHEREOF, the undersigned, being the Managers of the Company, hereby consent to the adoption of this Amendment and have caused this Amendment to be executed as of the date first above written.

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Todd Berger

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Andrew Friedman

*Allen Berger*

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Allen Berger

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David Hoffman

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Stuart Taussig

IN WITNESS WHEREOF, the undersigned, being the Managers of the Company, hereby consent to the adoption of this Amendment and have caused this Amendment to be executed as of the date first above written.



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Todd Berger



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Andrew Friedman

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Allen Berger

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David Hoffman

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Stuart Taussig



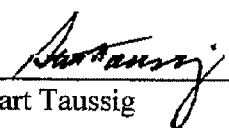
IN WITNESS WHEREOF, the undersigned, being the Managers of the Company, hereby consent to the adoption of this Amendment and have caused this Amendment to be executed as of the date first above written.

\_\_\_\_\_  
Todd Berger

\_\_\_\_\_  
Andrew Friedman

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Allen Berger

\_\_\_\_\_  
David Hoffman

  
\_\_\_\_\_  
Stuart Taussig

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RECORDED: 07/31/2015

TRADEMARK Nov 26 14:02:19p

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