

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transforce, Inc.		07/02/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2619181	BEST DRIVERS	
Registration Number:	2439099	TRANSFORCE	
Registration Number:	2515035	TRANSFORCE	
Registration Number:	2488218	U.S. TRANSFORCE	
CORRESPONDENCE DATA			
Fax Number:	3125693000		
<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:	312-569-1491		
Email:	ipdocketchicago@dbr.com		
Correspondent Name:	Drinker Biddle & Reath LLP		
Address Line 1:	191 North Wacker Drive		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	527325-TRANSFORCE		
NAME OF SUBMITTER:	Jeffrey T. Baravetto		
SIGNATURE:	/Jeffrey T. Baravetto/		
DATE SIGNED:	08/26/2015		
Total Attachments: 6			

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INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This INTELLECTUAL PROPERTY COLLATERAL AGREEMENT dated as of July 2, 2015 (“Agreement”), is delivered by TRANSFORCE, INC., a Delaware corporation (the “Grantor”) to MANUFACTURERS AND TRADERS TRUST COMPANY (the “Administrative Agent”), as agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement).

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, the Parent, the Lenders and the Administrative Agent, the Lenders have agreed to extend credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS Grantor entered into that certain Security Agreement in order to induce the Lenders to enter into, and extend credit to the Borrower under the Credit Agreement and to secure their obligations as set forth in the Credit Agreement, Grantor has granted to the Lenders a security interest and continuing lien on its right, title and interest in, to and under certain Collateral (as that term is defined in the Security Agreement) as set forth in the Security Agreement; and

WHEREAS pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

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

2. Grant of Security Interest in Collateral. The Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under following Collateral: the trademark registrations and trademarks applications listed in Schedule A and all goodwill of the business connected therewith (the “Trademark Collateral”), whether now owned or hereafter acquired, including all renewals and extensions of any of the foregoing; and 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, as applicable, infringement, misappropriation, dilution, violation, or other impairment thereof, as collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all obligations set forth in the Security Agreement.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and no security interest shall be granted or attach hereunder with respect to, any “intent-to-use”

application for registration of a trademark or service mark filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use any such mark pursuant to U.S.C. § 1051 Section 1(b), unless and until such time as a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto is filed, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability or void of any such application (or registration that issues therefrom) under applicable federal law.

3. Rights. Grantor does hereby acknowledge and affirm the rights and remedies of the Administrative Agent with respect to the grant of and security interest in, lien on and pledge to the Collateral made hereby. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. This Agreement shall terminate and the Lien on and security interest in the Collateral granted hereby shall be released upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations so long as no claim or demand for indemnification then exists or has been made) and termination of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall execute all documents reasonably requested by the Grantor to evidence the release of the Lien on and security interests in the Collateral granted herein in a form sufficient to record such release.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follows]

Executed as of the date first above written.

LOGISTICS SERVICES MERGER SUB CO.

By: _____

Name: Luis Zaldivar

Title: President

Effective immediately following consummation of
the Merger Transaction,

TRANSFORCE, INC.

By: _____

Name: Howard Fowler

Title: Senior Vice President and Chief Financial Officer

[Signature Page to Borrower Intellectual Property Collateral Agreement]

Executed as of the date first above written.

LOGISTICS SERVICES MERGER SUB CO.

By: _____

Name: Luis Zaldivar

Title: President

Effective immediately following consummation of
the Merger Transaction,

TRANSFORCE, INC.

By:  _____

Name: Howard Fowler

Title: Senior Vice President and Chief Financial Officer

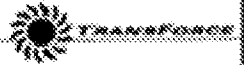
[Signature Page to Borrower Intellectual Property Collateral Agreement]

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: David M. DiLuigi
Name: David M. DiLuigi
Title: Administrative Vice President

[Signature Page to Intellectual Property Collateral Agreement]

SCHEDULE A
U.S. TRADEMARKS

Mark	Status	App. No./Reg. No.	Owner
BEST DRIVERS	Registered (Federal)	2619181	Transforce, Inc.
TRANSFORCE	Registered (Federal)	2439099	Transforce, Inc.
TRANSFORCE & Design 	Registered (Federal)	2515035	Transforce, Inc.
U.S. TRANSFORCE	Registered (Federal)	2488218	Transforce, Inc.
STAFF LOGIC	Registered (Alabama)	111-299	Transforce, Inc.

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