

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355406

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Prospect Capital Corporation		09/17/2015	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Transplace Texas, L.P.		
<b>Street Address:</b>	3010 Gaylord Pkwy, Suite 200		
<b>City:</b>	Frisco		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75034		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86389944	OPTIMIZE PRIME	
<b>Serial Number:</b>	86433111	Y OPTIMIZE PR1ME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122996051		
<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>			
<b>Email:</b>	trademarks@hugheshubbard.com		
<b>Correspondent Name:</b>	Natasha N. Reed		
<b>Address Line 1:</b>	One Battery Park Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10004-1482		
<b>ATTORNEY DOCKET NUMBER:</b>	032136-00006		
<b>NAME OF SUBMITTER:</b>	Natasha N. Reed		
<b>SIGNATURE:</b>	/Natasha N. Reed/		
<b>DATE SIGNED:</b>	09/17/2015		
<b>Total Attachments: 4</b>			
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**TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Termination and Release Agreement"), is dated as of September 16, 2015, and made by **PROSPECT CAPITAL CORPORATION** ("Prospect") as administrative agent for the Purchasers party to the Senior Secured Loan Agreement (defined below) (in such capacity, "Agent") to **TRANSPLACE TEXAS, LP** ("Transplace Texas") as the "Loan Party" (as defined therein).

WHEREAS, pursuant to the Senior Secured Loan Agreement, dated as of June 11, 2013 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Senior Secured Loan Agreement"), among GTP OPERATIONS, LLC (formerly known as CI (TRANSPLACE) HOLDINGS, LLC), a Delaware limited liability company ("Transplace"), TREETOP MERGER SUB, LLC, a Delaware limited liability company ("Merger Sub"), TRANSPLACE, LLC, a Delaware limited liability company ("Intermediate Holdings"), CI (TRANSPLACE) INTERNATIONAL, LLC, a Delaware limited liability company ("CI Transplace"), TRANSPLACE FREIGHT SERVICES, LLC, a Delaware limited liability company ("Transplace Freight"), Transplace Texas, TRANSPLACE STUTTGART, LP, a Texas limited partnership ("Transplace Stuttgart"), TRANSPLACE INTERNATIONAL, INC., a Nevada corporation ("Transplace International"), CELTIC INTERNATIONAL, LLC, a Delaware limited liability company ("Celtic"), and collectively with Transplace, Merger Sub, Intermediate Holdings, CI Transplace, Transplace Freight, Transplace Texas, Transplace Stuttgart and Transplace International, "Borrower"), the Guarantors party thereto, the Purchasers party thereto, and Agent, the Purchasers severally made extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of December 12, 2014, made by Transplace Texas in favor of the Agent (the "Trademark Security Agreement"), Transplace Texas granted to the Agent a security interest, on behalf of itself and the Purchasers, in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 18, 2014, at Reel 5421 and Frame 0938; and

WHEREAS, the Agent now desires to terminate and release the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms and conditions set forth in this Termination and Release Agreement, the Agent hereby recites and agrees as follows:

1. Definitions. The term "Trademarks," as used herein, shall mean all of Transplace Texas's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto. All other capitalized terms used herein without definition are used as defined in the Security Agreement (as defined in the Trademark Security Agreement).

2. Release of Security Interest. The Agent hereby terminates the Trademark Security Agreement and terminates, releases and discharges its security interest in all of Transplace Texas' right, title and interest in and to the following (collectively, the "Trademark Collateral"):

- (i) each Trademark (and exclusive License with respect to Trademarks);
- (ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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 infringement, misappropriation, dilution, violation or other impairment thereof.

3. Reassignment. The Agent hereby reassigns, grants and conveys to Transplace Texas, without any representation, recourse or undertaking by the Agent, any and all of Agent's right, title and interest in and to the Trademarks and the rest of the Trademark Collateral.

4. Amendments and Waivers. This Termination and Release Agreement may not be modified, amended or supplemented except by a formal written instrument (and not by an email or series of emails) signed on behalf of Prospect as Agent in blue ink by John F. Barry III as Chief Executive Officer of Prospect, M. Grier Eliasek as Chief Operating Officer of Prospect, the successor of either of them, or Joseph A. Ferraro as an Authorized Signatory of Prospect. No term or provision of this Termination and Release Agreement may be waived except by a formal written instrument signed (and not by an email or series of emails) by the party against whom such waiver is sought; provided, that in the case of Prospect such waiver must be signed in blue ink by John F. Barry III as Chief Executive Officer of Prospect, M. Grier Eliasek as Chief Operating Officer of Prospect, the successor of either of them, or Joseph A. Ferraro as an Authorized Signatory of Prospect.

5. Governing Law; Jurisdiction; Jury Trial Waiver. The validity, construction and effect of this Termination and Release Agreement shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York. The Agent and, by its acceptance and filing hereof, Transplace Texas, submit to the exclusive jurisdiction of the courts of the State of New York and the federal courts located in the State of New York (in each case located in New York County) in respect of any dispute arising hereunder. THE AGENT AND, BY ITS ACCEPTANCE FILING HEREOF, TRANSPLACE TEXAS, WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AGREEMENT. Notwithstanding anything herein or under any legal construct, in no event shall Transplace Texas seek, or shall the Agent or any Purchaser be liable for, in any form or amount, punitive, exemplary, consequential, indirect, special or incidental damages in connection with this Termination and Release Agreement.

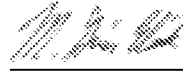
6. Counterparts. This Termination and Release Agreement may be executed in one or more counterparts and delivered by facsimile or other electronic means of transmission. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

7. Construction. All references to any Person herein shall include their respective successors and assigns.

8. Entire Agreement. This Termination and Release Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings with respect thereto, both written and oral. This Termination and Release Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten or oral agreements between the parties.

**IN WITNESS WHEREOF**, the Agent has caused this Termination and Release Agreement to be executed by its duly authorized officer as of the date first written above.

**PROSPECT CAPITAL CORPORATION,**  
as Agent

By: 


Name: M. Grier Eliasek

Title: President and Chief Operating Officer

**SCHEDULE A**

**Trademark Registrations**

1. REGISTERED TRADEMARKS

<b>Trademark</b>	<b>Ser./Reg./App. No.</b>	<b>Filing Date</b>
<b>OPTIMIZE PRIME</b>	86/389,944	September 9, 2014
<b>OPTIMIZE PRIME &amp; Design</b> 	86/433,111	October 23, 2014