

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM355642

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Transplace Texas LP		09/16/2015	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Newstar Financial, Inc.		
<b>Street Address:</b>	500 Boylston Street		
<b>Internal Address:</b>	Suite 1200		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3883613	GOT RFP?	
<b>Registration Number:</b>	3283830	TRANSPLACE	
<b>Registration Number:</b>	3304299	TRANSPLACE THE 3PL & TECHNOLOGY COMPANY	
<b>Registration Number:</b>	4265923	FREIGHT ALLOCATION MODULE	
<b>Registration Number:</b>	4326646	FAM	
<b>Registration Number:</b>	2782329	TRANSPLACE	
<b>Registration Number:</b>	4763873	Y OPTIMIZE PR1ME	
<b>Registration Number:</b>	4754806	OPTIMIZE PRIME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>Phone:</b>	704 503 2600		
<b>Email:</b>	vbantug@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	100 N Tryon Street		
<b>Address Line 2:</b>	Suite 3900		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		

OP \$215.00 3883613

<b>ATTORNEY DOCKET NUMBER:</b>	18876.015066
<b>NAME OF SUBMITTER:</b>	Vicky R. Bantug
<b>SIGNATURE:</b>	/Vicky R. Bantug/
<b>DATE SIGNED:</b>	09/19/2015
<b>Total Attachments: 5</b> source=GSO - Transplace Texas, LP - Executed Security Agreement (Trademarks) (4)#page1.tif source=GSO - Transplace Texas, LP - Executed Security Agreement (Trademarks) (4)#page2.tif source=GSO - Transplace Texas, LP - Executed Security Agreement (Trademarks) (4)#page3.tif source=GSO - Transplace Texas, LP - Executed Security Agreement (Trademarks) (4)#page4.tif source=GSO - Transplace Texas, LP - Executed Security Agreement (Trademarks) (4)#page5.tif	

## **SECURITY AGREEMENT (TRADEMARKS)**

This SECURITY AGREEMENT (TRADEMARKS) dated as of September 16, 2015 (this "Security Agreement"), is by and between Transplace Texas, LP, a Texas limited partnership (the "Grantor"), and NewStar Financial, Inc., as agent (the "Agent").

**WHEREAS** the Grantor is the owner and user of the registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A as owned and used by the Grantor (collectively, the "Trademarks");

**WHEREAS** the Grantor, CI (Transplace) International, LLC, a Delaware limited liability company ("International Holdings"), Transplace Stuttgart, LP, a Texas limited partnership ("Transplace Stuttgart"), Transplace International, Inc., a Nevada corporation ("Transplace International"), Transplace Freight Services, LLC, a Delaware limited liability company ("Transplace Freight"), Celtic International, LLC, a Delaware limited liability company ("Celtic"), Logistics Management Solutions, L.C., a Missouri limited liability company ("LMS"), Freight Management Solutions, LLC, a Missouri limited liability company ("FMS") and Transplace Southeast, LLC, a Delaware limited liability company, ("Transplace Southeast") and collectively with Grantor, International Holdings, Transplace Stuttgart, Transplace International, Transplace Freight, Celtic, LMS, FMS and Transplace Southeast, the "Borrowers", GTP Operations, LLC, a Delaware limited liability company ("Holdings"), Transplace, LLC, a Delaware limited liability company ("Transplace LLC"), CI (Transplace) GP, LLC, a Delaware limited liability company ("Transplace GP"), CI (Transplace) Stuttgart GP, LLC, a Delaware limited liability company ("Stuttgart GP"), CI (Transplace) LP, LLC, a Delaware limited liability company ("Transplace LP"), Transplace Mexico, LLC, a Nevada limited liability company ("Transplace Mexico"), Transplace Holdings, Inc., a Delaware corporation ("Parent") and CI AIV Blocker, Inc., a Delaware corporation ("Blocker") and collectively with Holdings, Transplace LLC, Transplace GP, Stuttgart GP, Transplace LP, Transplace Mexico and Parent, the "Guarantors", and together with the Borrowers, the "Obligors", have entered into that certain Term Loan and Security Agreement dated as of September 16, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Obligors, the financial institutions from time to time party thereto as lenders (the "Lenders"), and the Agent for the Lenders, pursuant to which the Grantor has granted to the Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement), a security interest in, among other things, the Trademarks;

**WHEREAS** the parties to the Loan Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantor's right, title and interest in the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

The Grantor hereby reconfirms the terms of the Loan Agreement. The Grantor further hereby pledges and mortgages to the Agent, and grants to the Agent, for the benefit of the

Secured Parties, a security interest in, all of the Grantor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor pursuant hereto secures the payment of all Obligations (as defined in the Loan Agreement) now or hereafter existing under or in respect of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Loan Agreement, and the Grantor and the Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the Grantor and the Agent have caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR:**

**TRANSPLACE TEXAS, LP,**

By: CI (Transplace) GP, LLC, its sole general partner

By: 

Name: Anthony F. Cossentino

Title: Chief Financial Officer

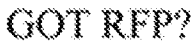

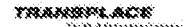



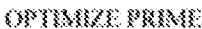
**AGENT:**

**NEWSTAR FINANCIAL, INC.**

By: William P. Walsh  
Name: William P. Walsh  
Title: Director

**SCHEDULE A**

**Registered Trademarks:**

<b>Trademark</b>	<b>Registration No. Serial/Application No.</b>	<b>Registration Date Filing Date</b>	<b>Owner</b>
GOT RFP? 	RN: 3883613 SN: 77701667	November 30, 2010 March 29, 2009	Transplace Texas, LP
TRANSPLACE (Stylized) 	RN: 3283830 SN: 78789782	August 21, 2007 January 11, 2006	Transplace Texas, LP
TRANSPLACE THE 3PL & TECHNOLOGY COMPANY (Stylized) 	RN: 3304299 SN: 78789764	October 2, 2007 January 11, 2006	Transplace Texas, LP
FREIGHT ALLOCATION MODULE 	RN: 4265923 SN: 85444809	December 25, 2012 October 11, 2011	Transplace Texas, LP
FAM 	RN: 4326646 SN: 85444772	April 30, 2013 October 11, 2011	Transplace Texas, LP
TRANSPLACE	RN: 2782329 SN: 76102714	November 11, 2003 August 3, 2000	Transplace Texas, LP
OPTIMIZE PRIME and Design 	RN: 4763873 SN: 86433111	June 30, 2015 October 23, 2014	Transplace Texas, LP
OPTIMIZE PRIME 	RN: 4754806 SN: 86389944	June 16, 2015 September 9, 2014	Transplace Texas, LP

**Trademark Applications:** None.