

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364587

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transplace Southeast, LLC		09/16/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: United States

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77387785	M33 INTEGRATED SOLUTIONS
Serial Number:	77407487	TECHNOLOGY CO-MANAGEMENT
Serial Number:	86199026	MPOWER
Serial Number:	86198945	MCAP
Serial Number:	86198962	M33
Serial Number:	86198980	
Serial Number:	86219335	BLACKBEARD
Serial Number:	86219366	

CORRESPONDENCE DATA

Fax Number: 2039757180
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.
Phone: 203-975-7505
Email: christina.london@lockelord.com
Correspondent Name: Locke Lord LLP
Address Line 1: 201 Broad Street
Address Line 2: Paralegal Christina London
Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER: 1428636-00044

CH \$215.00 77387785

NAME OF SUBMITTER:	Christina London
SIGNATURE:	/christina london/
DATE SIGNED:	12/04/2015
Total Attachments: 5 source=Transplace - Trademark Security Agreement#page1.tif source=Transplace - Trademark Security Agreement#page2.tif source=Transplace - Trademark Security Agreement#page3.tif source=Transplace - Trademark Security Agreement#page4.tif source=Transplace - Trademark Security Agreement#page5.tif	

SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS) dated as of September 16, 2015 (this "Security Agreement"), is by and between Transplace Southeast, LLC, a Delaware limited liability company (the "Grantor"), and Bank of America, N.A., 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"), Transplace Texas, LP, a Texas limited partnership ("Transplace Texas"), Celtic International, LLC, a Delaware limited liability company ("Celtic"), Logistics Management Solutions, L.C., a Missouri limited liability company ("LMS"), and Freight Management Solutions, LLC, a Missouri limited liability company ("FMS", and collectively with Grantor, International Holdings, Transplace Stuttgart, Transplace International, and Transplace Freight, Transplace Texas, Celtic, LMS and FMS, the "Borrowers"), CI (Transplace) GP, LLC, a Delaware limited liability company ("Transplace GP"), CI (Transplace) LP, LLC, a Delaware limited liability company ("Transplace LP"), Transplace Mexico, LLC, a Nevada limited liability company ("Transplace Mexico"), Transplace, LLC, a Delaware limited liability company ("Intermediate Holdings"), CI (Transplace) Stuttgart GP, LLC, a Delaware limited liability company ("Stuttgart GP"), GTP Operations, LLC, a Delaware limited liability company ("Holdings"), Transplace Holdings, Inc., a Delaware corporation ("Parent"), and CI AIV Blocker, Inc., a Delaware corporation ("Blocker", and collectively with Transplace GP, Transplace LP, Transplace Mexico, Intermediate Holdings, Stuttgart GP, Holdings, and Parent, the "Guarantors", and together with the Borrowers and any other borrower and guarantor from time to time party thereto, the "Obligors"), have entered into that certain Amended and Restated 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, 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 SOUTHEAST, LLC

By: _____

Name: _____

Title: _____

ANDREW COSSENTINO
CEO

BANK OF AMERICA, N.A., as Agent

By: _____

Name: H. Michael Wills

Title: Senior Vice President

(Security Agreement (Trademarks))

TRADEMARK

REEL: 005682 FRAME: 0710

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 SOUTHEAST, LLC

By: _____

Name:

Title:

BANK OF AMERICA, N.A., as Agent

By: 

Name: H. Michael Wills

Title: Senior Vice President

(Security Agreement (Trademarks))

TRADEMARK
REEL: 005682 FRAME: 0711

SCHEDULE A

Registered Trademarks:

Trademark	Registration No. Serial/Application No.	Owner
M33 INTEGRATED SOLUTIONS	RN: 3611051 AN: 77/387785	Transplace Southeast, LLC
TECHNOLOGY CO-MANAGEMENT and Design	RN: 3745126 AN: 77/407487	Transplace Southeast, LLC
MPOWER	RN: 4623958 AN: 86/199026	Transplace Southeast, LLC
MCAP	RN: 4605464 AN: 86/198945	Transplace Southeast, LLC
M33	RN: 4609420 AN: 86/198962	Transplace Southeast, LLC
Miscellaneous Design (Hexagon Logo)	RN: 4694550 AN: 86/198980	Transplace Southeast, LLC
BLACKBEARD	RN: 4631606 AN: 86/219335	Transplace Southeast, LLC
Miscellaneous Design (sphere)	RN: 4714901 AN: 86/219366	Transplace Southeast, LLC

Trademark Applications:

None.