

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HIGHWAYS & SKYWAYS, INC.		08/04/2015	Corporation:
RECEIVING PARTY DATA			
Name:	INTEGRATED PRIVATE DEBT FUND IV LP		
Street Address:	70 University Avenue		
Internal Address:	Suite 1200		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J2M4		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4862661	HIGHWAYS & SKYWAYS	
Registration Number:	4858613	HIGHWAYS & SKYWAYS, INC.	
CORRESPONDENCE DATA			
Fax Number:	4169073317		
<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>			
Email:	office@bholeiplaw.com		
Correspondent Name:	Bhole IP Law		
Address Line 1:	401-15 toronto street		
Address Line 4:	Toronto, CANADA M5C2E3		
NAME OF SUBMITTER:	Anil Bhole		
SIGNATURE:	/ANIL BHOLE/		
DATE SIGNED:	01/27/2017		
Total Attachments: 17			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT effective as of August 4, 2015 is made by WHEELS GROUP INC. (the “**Borrower**”), 1371482 ONTARIO INC., WHEELS MSM CANADA INC., 2062698 ONTARIO INC., ASSOCIATE CARRIERS CANADA INC., WHEELS ASSOCIATE CARRIERS INC., CLIPPER EXXPRESS COMPANY, WHEELS MSM US, INC., RADIANT GLOBAL LOGISTICS LTD., RADIANT LOGISTICS, INC., RADIANT GLOBAL LOGISTICS, INC., RADIANT TRANSPORTATION SERVICES, INC., RADIANT LOGISTICS PARTNERS LLC, ADCOM EXPRESS, INC., RADIANT CUSTOMS SERVICES, INC., DBA DISTRIBUTION SERVICES, INC., INTERNATIONAL FREIGHT SYSTEMS (OF OREGON), INC., RADIANT OFF-SHORE HOLDINGS LLC, GREEN ACQUISITION COMPANY, INC., ON TIME EXPRESS, INC., RADIANT TRADE SERVICES, INC., SERVICE BY AIR, INC., SBA CONSOLIDATORS, INC. AND HIGHWAYS & SKYWAYS, INC. (collectively, together with the Borrower and their respective successors and permitted assigns, the “**Grantors**”), in favour of INTEGRATED PRIVATE DEBT FUND IV LP, as lender (together with its successors and permitted assigns, the “**Secured Party**”).

WHEREAS each of the Grantors (other than the Borrower) has granted a guarantee in favour of the Secured Party in respect of all Indebtedness of the Borrower to the Secured Party in connection with the Loan Documents.

AND WHEREAS each of the Canadian Grantors has executed a General Security Agreement dated as of the date hereof (as amended, restated, supplemented, renewed, replaced or otherwise modified or replaced from time to time, each a “**General Security Agreement**” and collectively the “**General Security Agreements**”);

AND WHEREAS pursuant to the General Security Agreements and the Loan Agreement, each Grantor has granted a security interest in certain property, including, without limitation certain Intellectual Property Rights of the Grantor, to the Secured Party and each Grantor has agreed to execute this Agreement for recording with the Canadian Intellectual Property Office (“**CIPO**”);

AND WHEREAS effective April 16, 2015 Bluenose Finance LLC, originally a Grantor, was dissolved.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Grantors, the Grantors agree with the Secured Party as follows:

1. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the General Security Agreement, which definitions are incorporated herein by reference. Capitalized terms that are not defined in this Security Agreement or the General Security Agreement, shall have the same definitions as in the Loan Agreement (as defined in the General Security Agreement), which definitions are incorporated herein by reference. In addition, in this Security Agreement, the following words and expressions shall have the meanings set forth below:
 - (a) “**Security Agreement**” means this security agreement as the same may hereafter be amended, restated, supplemented, renewed, replaced or otherwise modified or replaced from time to time.
 - (b) “**Property**” means any right, title or interest in or to property of any kind whatsoever, whether real, personal, or mixed, and whether tangible or intangible.

- (c) “IP” means all Intellectual Property Rights (whether registered or unregistered) owned solely or in part by the Grantors including without limitation the Intellectual Property listed in **Schedule “A”** attached hereto.
2. As general and continuing collateral for the prompt and complete payment when due of the Obligations, the Grantors hereby grant to the Secured Party a security interest in all of each Grantor’s now owned and hereafter acquired, created or arising Property described below:
 - (a) each Grantor’s entire right, title and interest in and to the IP, in Canada and in all foreign countries, whether or not such IP is registered or has been registered prior to, on or after the date of this Security Agreement, including but not limited to the IP listed in **Schedule “A”**, and any filings, registrations and recordings of, and applications for, any thereof, together with all the goodwill associated with any of the foregoing;
 - (b) all license or other rights to use any of the IP listed in **Schedule “A”** and all license fees and royalties due or payable to the Grantor arising from such use, to the extent permitted by such license or rights; and
 - (c) all income, proceeds, royalties, damages, payments, claims, demands, and causes of action, both statutory and based upon common law, and in law or equity, that the Grantors have or might have by reason of any infringement, passing off, depreciation of goodwill or otherwise, past, present or future, of any IP prior to, on or after the date of this Security Agreement, and all rights corresponding thereto throughout the world.
3. This Agreement has been entered into in connection with the security interests granted to Secured Party under the General Security Agreements. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the General Security Agreements.
4. For the avoidance of doubt, the Secured Party and Grantors agree and confirm that the security interest referred to herein and, insofar as the security interest in the Collateral extends to IP, the security interest referred to in Section 1.1 of the General Security Agreement, is not in the nature of an absolute or partial assignment of IP but is rather in the nature of a conditional assignment of IP which is capable of becoming an absolute assignment only upon the occurrence of, and during the continuance of, an Event of Default.
5. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of the security interests herein with CIPO or any other comparable governmental office or agency in Canada or the United States of America. The Grantors authorize and request that the Commissioner of Patents and Trademarks record this Security Agreement.
6. Except (i) with the Secured Party’s prior written consent, (ii) for licenses of the IP in the ordinary course of the Grantors’ business consistent with past practices, or (iii) as permitted hereunder and in the Loan Documents, no Grantor shall (x) mortgage, pledge, assign, encumber, grant a security interest in, transfer or alienate any of the IP, or (y) enter into any agreement that is inconsistent with the Grantors’ obligations under this Security Agreement.
7. The Grantors jointly and severally represent and warrant to the Secured Party as follows:
 - a. all Grantors are duly authorized and empowered to execute and perform this Security Agreement;

- b. no Grantor is a party to any agreements or instruments that are in conflict with this Security Agreement or which would cause any lien to be created on the IP;
 - c. **Schedule "A"** attached hereto, as amended, restated, supplemented, renewed, replaced or otherwise modified or replaced from time to time, sets forth any and all of the Grantor's IP including but not limited to any and all trademarks in connection to which the Grantors have registered or filed an application with CIPO or the United States Patent and Trademark Office ("**USPTO**");
 - d. the Grantors shall promptly advise the Secured Party of any right, title or interest any Grantor acquires in or to any IP after the date hereof;
 - e. the Grantors shall (i) consistent with Grantors' commercially reasonable judgment, protect, defend and maintain the validity and enforceability of the IP and (ii) use its commercially reasonable efforts to detect infringements of the IP and promptly advise the Secured Party in writing of infringements detected;
 - f. this Security Agreement constitutes a legal, valid and binding agreement and is enforceable against the Grantors in accordance with its terms; and
 - g. none of the execution, delivery or performance of this Security Agreement nor the consummation of the transactions contemplated hereby will violate any law, rule, regulation, or order affecting the Grantors, any of their affiliates or any of their assets or properties.
8. If, before the Obligations shall have been finally paid and satisfied in full, any Grantor shall obtain any right, title or interest in or to any other or new IP, the provisions of this Security Agreement shall automatically apply thereto and the Grantors shall promptly provide to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may request to further implement, preserve or evidence the Secured Party's interest therein.
9. The Grantors agree that they shall do, execute, acknowledge and deliver, all commercially reasonable acts, agreements, instruments, consents, notices and assurances as may be requested by the Secured Party to further effect and evidence this Security Agreement and enforcement of the same hereunder and the transactions contemplated hereby.
10. Following the occurrence of an Event of Default which is continuing, the Grantors hereby appoint the Secured Party as the Grantors' attorney-in-fact, with full authority in the place and stead of the Grantors and in the name of the Grantors, the Secured Party or otherwise, from time to time in the Secured Party's discretion, upon the Grantors' failure or inability to do so, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Security Agreement.
11. This Security Agreement may not be modified or amended unless such modification or amendment is in a writing signed by the Grantors and the Secured Party. The provisions of this Security Agreement may not be waived unless such waiver is in a writing signed by the parties.
12. If any provision of this Security Agreement shall be held invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for

such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Security Agreement, as the case may require, and this Security Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

13. This Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Other than in connection with the Post-Closing Reorganization (as defined in the Loan Documents), the obligations of the Grantors under this Security Agreement are not assignable to any other Person without the prior written consent of the Secured Party. The Secured Party may, at any time, assign or transfer all or any of its rights and benefits hereunder to one or more Persons without the prior written consent of, but on notice to, the Grantors.
14. This Security Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
15. This Security Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement. All counterparts shall be construed together and shall constitute one and the same agreement. This Security Agreement, to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile and PDF transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof personally delivered.
16. In the event of any inconsistency between the terms of this Security Agreement and the terms of the General Security Agreements, the terms of the General Security Agreements will prevail.

[signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, each of the Grantors has executed this Security Agreement effective as of the date first above written.

WHEELS GROUP INC.

Per: John H. Crain
Name: John H. Crain
Title: A.S.O.

I have authority to bind the Corporation

1371482 ONTARIO INC.

Per: John H. Crain
Name: John H. Crain
Title: A.S.O.

I have authority to bind the Corporation

WHEELS MSM CANADA INC.

Per: John H. Crain
Name: John H. Crain
Title: A.S.O.

I have authority to bind the Corporation

2062698 ONTARIO INC.

Per: John H. Crain
Name: John H. Crain
Title: A.S.O.

I have authority to bind the Corporation

ASSOCIATE CARRIERS CANADA INC.

Per: Bob H. Crain
Name: Bob H. Crain
Title: A.S.O.

I have authority to bind the Corporation

WHEELS ASSOCIATE CARRIERS INC.

Per: Bob H. Crain
Name: Bob H. Crain
Title: A.S.O.

I have authority to bind the Corporation

~~**BLUENOSE FINANCE LLC**~~

~~Per: Bob H. Crain
Name: Bob H. Crain
Title: A.S.O.~~

~~I have authority to bind the Corporation~~

CLIPPER EXXPRESS COMPANY

Per: Bob H. Crain
Name: Bob H. Crain
Title: A.S.O.

I have authority to bind the Corporation

WHEELS MSM US, INC.

Per: Bob H. Crain
Name: Bob H. Crain
Title: A.S.O.

I have authority to bind the Corporation

RADIANT GLOBAL LOGISTICS LTD.

Per: Bob H. Crain
Name: Bob H. Crain
Title: CEO

I have authority to bind the Corporation

RADIANT LOGISTICS, INC.

Per: Bob H. Crain
Name: Bob H. Crain
Title: CEO

I have authority to bind the Corporation

RADIANT GLOBAL LOGISTICS, INC.

Per: Bob H. Crain
Name: Bob H. Crain
Title: CEO

I have authority to bind the Corporation

**RADIANT TRANSPORTATION
SERVICES, INC.**

Per: Bob H. Crain
Name: Bob H. Crain
Title: CEO

I have authority to bind the Corporation

RADIANT LOGISTICS PARTNERS LLC

Per: Bob H. Crain
Name: Bob H. Crain
Title: Manager

I have authority to bind the Corporation

ADCOM EXPRESS, INC.

Per: Bob H. Crain
Name: Bob H. Crain
Title: CEO

I have authority to bind the Corporation

RADIANT CUSTOMS SERVICES, INC.

Per: Bob H. Crain
Name: Bob H. Crain
Title: CEO

I have authority to bind the Corporation

DBA DISTRIBUTION SERVICES, INC.

Per: Bob H. Crain
Name: Bob H. Crain
Title: CEO

I have authority to bind the Corporation

**INTERNATIONAL FREIGHT SYSTEMS
(OF OREGON), INC.**

Per: Bob H. Crain
Name: Bob H. Crain
Title: CEO

I have authority to bind the Corporation

RADIANT OFF-SHORE HOLDINGS LLC

Per: Bob H. Crain
Name: Bob H. Crain
Title: President

I have authority to bind the Corporation

GREEN ACQUISITION COMPANY, INC.

Per: Bob H. Crain
Name: Bob H. Crain
Title: CEO

I have authority to bind the Corporation

ON TIME EXPRESS, INC.

Per: Bob H. Crain
Name: Bob H. Crain
Title: CEO

I have authority to bind the Corporation

RADIANT TRADE SERVICES, INC.

Per: Bob H. Crain
Name: Bob H. Crain
Title: A.S.O.

I have authority to bind the Corporation

SERVICE BY AIR, INC.

Per: Bob H. Crain
Name: Bob H. Crain
Title: A.S.O.

I have authority to bind the Corporation

SBA CONSOLIDATORS, INC.

Per: Bob H. Crain
Name: Bob H. Crain
Title: A.S.O.

I have authority to bind the Corporation

HIGHWAYS & SKYWAYS, INC.

Per: Bob H. Crain
Name: Bob H. Crain
Title: A.S.O.

I have authority to bind the Corporation

SECURED PARTY'S ACKNOWLEDGEMENT

The foregoing Security Agreement of IP between the Grantors and the Secured Party, INTEGRATED PRIVATE DEBT FUND IV LP, is hereby acknowledged and accepted by the Secured Party.


This 31st day of July, 2015

INTEGRATED PRIVATE DEBT FUND IV LP,
by its sole general partner INTEGRATED
PRIVATE DEBT FUND GP INC.

Per:


Name: Greg Dimmer
Title: A.S.O.

Per:


Name: D. Zinkewich
Title: A.S.O.

We have authority to bind the Partnership

Schedule "A"




Trademark Registrations




<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
ADCOM WORLDWIDE	Adcom Express, Inc.	Registered USA	2479314	08/21/01
ADCOM WORLDWIDE	Radiant Logistics, Inc.	Pending Canada Filed 02/ 2 /15 Application no. 1713571		
ADCOM WORLDWIDE (Class 35)	Radiant Logistics, Inc.	Pending Mexico Filed 02/5/15		
ADCOM WORLDWIDE (Class 39)	Radiant Logistics, Inc.	Pending Mexico Filed 02/5/15		
AIRGROUP	Airgroup Corporation now known as Radiant Global Logistics, Inc.	Registered Canada	616,905	08/18/04
AIRGROUP	Radiant Logistics, Inc.	Registered European Union	3361011	12/17/04
AIRGROUP	Radiant Logistics, Inc.	Registered India	1253122	10/29/05
AIRGROUP	Radiant Logistics, Inc.	Registered Mexico	800297	07/22/03
AIRGROUP	Radiant Logistics, Inc.	Registered USA	2753253	08/19/03
AIRGROUP EXPRESS	Airgroup Corporation now known as Radiant Global Logistics, Inc.	Registered Argentina	2.299.455	02/23/96
AIRGROUP EXPRESS	Airgroup Corporation now known as Radiant Global Logistics, Inc.	Registered Israel	98544	02/04/97

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
AIRGROUP SEAFREIGHT	Airgroup Corporation now known as Radiant Global Logistics, Inc.	Registered USA	2158951	05/19/98
DBA & Design	DBA Distribution Services, Inc.	Registered USA	2943608	04/26/05
IT'S THE NETWORK THAT DELIVERS	Radiant Logistics, Inc.	Registered International Designating: Australia Mexico New Zealand South Korea	1161448 Pending Pending Pending Pending	06/13/13
IT'S THE NETWORK THAT DELIVERS	Radiant Logistics, Inc.	Pending India 11/28/13		
IT'S THE NETWORK THAT DELIVERS	Radiant Logistics, Inc.	Registered USA	3806746	06/22/10
IT'S THE NETWORK THAT DELIVERS	Radiant Logistics, Inc.	Pending Taiwan 09/01/14		
Miscellaneous Design (Bird Logo)	Airgroup Corporation now known as Radiant Global Logistics, Inc.	Registered Canada	617,402	08/24/04
Miscellaneous Design (Bird Logo)	Radiant Logistics, Inc.	Registered India	1253121	12/14/07
RADIANT (Class 35)	Radiant Logistics, Inc.	Pending Brazil Filed 06/26/2013		
RADIANT (Class 39)	Radiant Logistics, Inc.	Pending Brazil Filed 06/26/2013		

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
RADIANT	Radiant Logistics, Inc.	Pending Canada Filed 06/20/14 Application No. 1682264		
RADIANT	Radiant Logistics, Inc.	Registered Hong Kong	302645712	06/26/14
RADIANT GLOBAL LOGISTICS IT'S THE NETWORK THAT DELIVERS & Design	Radiant Logistics, Inc.	Pending Hong Kong Filed 02/20/2013		
TRANS-NET INTERNATIONAL LOGISTICS	Radiant Logistics, Inc.	Pending USA Serial No. 86377672		
RADIANT	Radiant Logistics, Inc.	Registered International Designating: Australia China Mexico Australia European Union Japan New Zealand Philippines Russian Fed. Singapore South Korea Vietnam	1161447 Pending 1161447 1161447 Pending Pending Pending 1006333 Pending Pending Pending Pending Pending	06/13/13 03/24/14 03/10/14 03/03/15
RADIANT	Radiant Logistics, Inc.	Pending India Filed 11/28/13		
RADIANT (Class 35)	Radiant Logistics, Inc.	Pending Malaysia Filed 10/15/14		

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
RADIANT (Class 39)	Radiant Logistics, Inc.	Pending Malaysia Filed 10/15/14		
RADIANT	Radiant Logistics, Inc.	Pending Taiwan Filed 09/01/15		
RADIANT	Radiant Logistics, Inc.	Registered USA	3357963	12/18/07
SHOPROCKET	Radiant Logistics, Inc.	Registered USA	4091761	01/24/12
Clipper (stylized) CLIPPER	Radiant Logistics, Inc.	Registered USA	638,197	12/4/56
Clipper Exxpress	Clipper Exxpress Company	Registered USA	992,748	9/3/74
Clipper Group	Clipper Exxpress Company	Registered USA	2,152,466	4/21/98
THE VALUE LEADER IN TRANSPORTATION	Wheels MSM US, Inc.	Registered USA	3956258	5/03/2011
WHEELSLINK	Wheels Group Inc.	Registered Canada	TMA 591,269	10/01/2003
iWHEELS INTERNATIONAL	Wheels Group Inc.	Registered Canada	TMA 589,861	09/15/2003
WHEELS INTERNATIONAL	Wheels Group Inc.	Registered Canada	TMA 447,408	09/08/1995
WHEELS VALUE EQUATION	Wheels Group Inc.	Registered Canada	TMA 727,400	10/30/2008
WHEELS INTERNATIONAL	Wheels Group Inc.	Registered USA	1918398	09/12/1995

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Reg. No.</u>	<u>Reg. Date</u>
	Service By Air, Inc.	Registered US	4,389,061	20-Aug-2013
		Registered Europe	11285772	21-Mar-2013
	Service By Air, Inc.	Registered US	3,606,750	14-Apr-2009
 (Rotating Ring)	Service By Air, Inc.	Registered US	3,966,444	24-May-2011
	Service By Air, Inc.	Registered US	3,973,696	07-Jun-2011
	Service By Air, Inc.	Registered US	3,966,257	24-May-2011
	Service By Air, Inc.	Registered US	3,966,255	24-May-2011

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Reg. No.</u>	<u>Reg. Date</u>
	Service By Air, Inc.	Registered US	3,970,216	31-May-2011
	Service By Air, Inc.	Registered US	3,973,642	07-Jun-2011
	Highways & Skyways, Inc.	Pending US	Serial No. 86/593,140	Filing Date 10-April-2015
Highways & Skyways, Inc.	Highways & Skyways, Inc.	Pending US	Serial No. 86/593,105	Filing Date 10-April-2015
SBA Consolidators	SBA Consolidators			

Highways & Skyways owns the “Highways & Skyways” name and mark. The Company has verbal agreements with the following third parties granting them the right to use the “Highways & Skyways” name and mark and other associated intellectual property, specifically the website and content currently published at <http://highwaysandskyways.com> and email accounts associated with that Domain:

Highways & Skyways of NC, Inc.

Highways & Skyways of GA, Inc.

Copyrights

<u>Owner</u>	<u>Name</u>	<u>Registration No.</u>	<u>Filing Date</u>
Clipper Exxpress Company	FBA-BDAM VERS 1.0	Txu000161229	1/9/1984