

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418399

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OMNI LOGISTICS, LLC		03/03/2017	Limited Liability Company: DELAWARE
OMNI HOLDCO, LLC		03/03/2017	Limited Liability Company: DELAWARE
TEI LOGISTICS, LLC		03/03/2017	Limited Liability Company: DELAWARE
TRANS-EXPEDITE SOLUTIONS, LLC		03/03/2017	Limited Liability Company: TEXAS
TRANS-EXPEDITE CVG LLC		03/03/2017	Limited Liability Company: KENTUCKY
TEI EMPLOYEE LEASING, LLC		03/03/2017	Limited Liability Company: TEXAS
TRANS-EXPEDITE ORD, LLC		03/03/2017	Limited Liability Company: ILLINOIS
TRANS-EXPEDITE, LLC		03/03/2017	Limited Liability Company: INDIANA
TRANS-EXPEDITE SLC, LLC		03/03/2017	Limited Liability Company: UTAH
TRANS-EXPEDITE INTERNATIONAL, LLC		03/03/2017	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	MONROE CAPITAL MANAGEMENT ADVISORS LLC, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3989237	TRANS-EXPEDITE INC.
Registration Number:	3132415	TRANS-EXPEDITE INC.
Registration Number:	3103960	TRANS-EXPEDITE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3248425	TRANS-EXPEDITE
Registration Number:	3989241	WHEN TIME IS MONEY, TIME'S NOT WASTED!

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F168802

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 03/06/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of March 3, 2017, by each of the entities listed on the signature pages hereto (individually and collectively, the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, the Grantor, Grantee, Lenders and certain other Persons are parties to a certain Credit Agreement dated as of December 18, 2015 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), providing for extensions of credit to be made to certain of the Grantor, by the Lenders; and

WHEREAS, pursuant to the terms of a certain Guaranty and Collateral Agreement dated as of December 18, 2015, between, the Grantor and Grantee (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of such Grantor including a security interest in all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

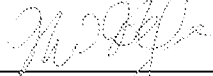
(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark.

3. Miscellaneous. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or any Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Grantee and Lenders and their respective successors and assigns. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

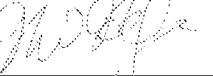
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.


OMNI LOGISTICS, LLC, a Delaware limited liability company

By: 
Name: Michael B. Hodge
Title: Authorized Officer


OMNI HOLDCO, LLC, a Delaware limited liability company

By: 
Name: Michael B. Hodge
Title: Authorized Officer

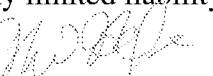
TEI LOGISTICS, LLC, a Delaware limited liability company

By: 
Name: Michael B. Hodge
Title: Authorized Officer

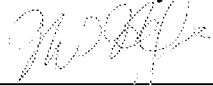
TRANS-EXPEDITE SOLUTIONS, LLC, a Texas limited liability company

By: 
Name: Michael B. Hodge
Title: Authorized Officer

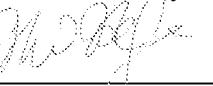
TRANS-EXPEDITE CVG LLC, a Kentucky limited liability company

By: 
Name: Michael B. Hodge
Title: Authorized Officer


TEI EMPLOYEE LEASING, LLC, a
Texas limited liability company

By: 
Name: Michael B. Hodge
Title: Authorized Officer


TRANS-EXPEDITE ORD, LLC, an
Illinois limited liability company

By: 
Name: Michael B. Hodge
Title: Authorized Officer


TRANS-EXPEDITE, LLC, an Indiana
limited liability company

By: 
Name: Michael B. Hodge
Title: Authorized Officer

TRANS-EXPEDITE SLC, LLC, a Utah
limited liability company

By: 
Name: Michael B. Hodge
Title: Authorized Officer

**TRANS-EXPEDITE INTERNATIONAL,
LLC**, a Nevada limited liability company

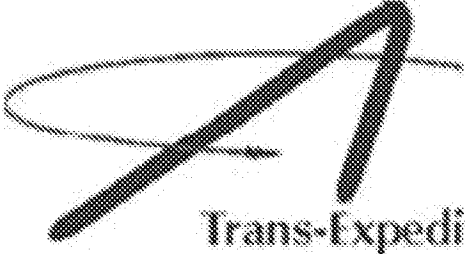

By: 
Name: Michael B. Hodge
Title: Authorized Officer

Agreed and accepted
as of the date first written above

**MONROE CAPITAL MANAGEMENT ADVISORS
LLC, administrative agent and as Grantee**

By: 
Name: Jeffrey Cupples
Title: Managing Director

SCHEDULE 1

<u>Grantor</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Date of Registration</u>	<u>Reg. No.</u>
TEI Logistics, LLC	 Trans-Expedite Inc.	85169186	July 5, 2011	3989237
TEI Logistics, LLC	 Trans-Expedite Inc.	78663065	August 22, 2006	3132415
TEI Logistics, LLC	TRANS-EXPEDITE	78662601	June 13, 2006	3103960
TEI Logistics, LLC	TRANS-EXPEDITE	78662462	May 29, 2007	3248425
TEI Logistics, LLC	WHEN TIME IS MONEY, TIME'S NOT WASTED!	85169414	July 5, 2011	3989241

Grantor	Domain Name
Omni Logistics, LLC	www.Omnilogisticsinc.com
Omni Logistics, LLC	www.Omnilogistics.com