

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transportation Insight, LLC		06/05/2017	Corporation:
RECEIVING PARTY DATA			
Name:	BARINGS FINANCE LLC (f/k/a Babson Capital Finance LLC), as Administrative Agent		
Street Address:	30 S. Wacker Drive		
Internal Address:	Suite 3920		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4625929	TI TRANSPORTATIONINSIGHT	
Registration Number:	4557156	INSIGHT FUSION	
Registration Number:	4451469	EXTENDED LEAN	
Registration Number:	4450704	CO-MANAGED LOGISTICS	
Registration Number:	4106878	TRANSPORTATIONINSIGHT EVALUATE. INNOVATE	
Registration Number:	4172778	EVALUATE. INNOVATE. DOMINATE.	
Registration Number:	3486486	INSIGHT BOL	
Registration Number:	3486484	INSIGHT PAYER	
Registration Number:	3486483	INSIGHT FORMS	
Registration Number:	3486482	INSIGHT TRACKER	
Registration Number:	3486481	INSIGHT RATER	
Registration Number:	2965006	TRANSPORTATION INSIGHT	
Registration Number:	3844493	INSIGHTTMS	
Registration Number:	3563730	CUSTOM LOGISTICS	
Registration Number:	4825934	INSIGHT REPORTS	
Registration Number:	4817318	INSIGHT ONLINE	
Serial Number:	87384262	TI PARCEL SOLUTIONS	
Serial Number:	87384259	SMALL PACKAGE. LARGE PACKAGE. TOTAL PACK	
TRADEMARK			

CH \$465.00 4625929

CORRESPONDENCE DATA**Fax Number:**

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Becky L. Troutman
Address Line 1: 101 California Street
Address Line 2: Winston & Strawn LLP
Address Line 4: San Francisco, CALIFORNIA 94111-5840

ATTORNEY DOCKET NUMBER:	14044.35
NAME OF SUBMITTER:	Becky Troutman
SIGNATURE:	/Becky Troutman by trademarkny/
DATE SIGNED:	06/09/2017

Total Attachments: 5

source=Barings TI - BirdDog Solutions TM Security Agreement#page1.tif
source=Barings TI - BirdDog Solutions TM Security Agreement#page2.tif
source=Barings TI - BirdDog Solutions TM Security Agreement#page3.tif
source=Barings TI - BirdDog Solutions TM Security Agreement#page4.tif
source=Barings TI - BirdDog Solutions TM Security Agreement#page5.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of June, 2017, by Transportation Insight, LLC, a North Carolina limited liability company ("Grantor"), in favor of BARINGS FINANCE LLC (f/k/a Babson Capital Finance LLC), in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of September 30, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 30, 2014 by and among, by joinder or otherwise, Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

WHEREAS, pursuant to the Collateral Agreement, Grantor entered into that certain Trademark Security Agreement dated as of September 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time up to but not including the date hereof, the "Original Trademark Security Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor is required to execute and deliver this Agreement, which amends and restates the Original Trademark Security 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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral 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 Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in 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 reissues, continuations or extensions 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 forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement is made under and governed by the internal laws of the State of New York without regard to conflicts of law principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

4. Amendment and Restatement. This Agreement amends and restates the Original Trademark Security Agreement in its entirety effective as of the date hereof. Nothing herein shall be construed as having the effect of terminating or releasing the liens and security interests granted pursuant to the Original Trademark Security Agreement. Instead, it is the express intention of Grantor to reaffirm such grants as valid and enforceable security interests and liens which originally attached to the Trademark Collateral pursuant to the Original Trademark Security Agreement and are continuing in favor of the Administrative Agent under this Agreement. Neither the execution and delivery of this Agreement nor any of the terms hereof shall be deemed to adversely affect any of the liens and security interests in favor of the Administrative Agent for the benefit of the Lenders under the Original Trademark Security Agreement, as amended and restated hereby

[Signature page follows]

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

TRANSPORTATION INSIGHT, LLC

By: [Signature]

Its: Chief Financial Officer

Signature Page to Trademark Security Agreement

Agreed and Accepted
As of the Date First Written Above

BARINGS FINANCE LLC (f/k/a Babson
Capital Finance LLC), as Administrative Agent

By: 


Its: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006081 FRAME: 0216

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Registration Number
TI TRANSPORTATIONINSIGHT 	4,625,929
INSIGHT FUSION	4,557,156
EXTENDED LEAN	4,451,469
CO-MANAGED LOGISTICS	4,450,704
TRANSPORTATIONINSIGHT EVALUATE. INNOVATE. DOMINATE.	4,106,878
EVALUATE. INNOVATE. DOMINATE.	4,172,778
INSIGHT BOL	3,486,486
INSIGHT PAYER	3,486,484
INSIGHT FORMS	3,486,483
INSIGHT TRACKER	3,486,482
INSIGHT RATER	3,486,481
TRANSPORTATION INSIGHT	2,965,006
INSIGHTTMS	3,844,493
CUSTOM LOGISTICS	3,563,730
INSIGHT REPORTS	4,825,934
INSIGHT ONLINE	4,817,318

TRADEMARK APPLICATIONS

Trademark	Application Number
TI PARCEL SOLUTIONS	87/384262
SMALL PACKAGE. LARGE PACKAGE. TOTAL PACKAGE.	87/384259