

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456323

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transfair North America International Freight Services, LLC		12/06/2017	Limited Liability Company: WASHINGTON
Transgroup Express, LLC		12/06/2017	Limited Liability Company: WASHINGTON

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Administrative Agent and as Collateral Agent
<b>Street Address:</b>	400 4TH STREET
<b>City:</b>	LAKE OSWEGO
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97034
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	1651732	TRANSGROUP EXPRESS
Registration Number:	2357196	TRANSHIPPER
Registration Number:	3144083	TRANSVINE
Registration Number:	2374785	TRANSTRACKER
Registration Number:	2340842	TRANSLOGIC
Registration Number:	2340846	TRANSFILM
Registration Number:	2340847	TRANSMARINE
Registration Number:	2279043	
Registration Number:	2405890	TRANSGROUP
Registration Number:	1610791	TRANSFAIR
Registration Number:	2604773	TRANSPROJECT
Registration Number:	2816639	THE FUTURE OF TRANSPORT LOGISTICS
Registration Number:	2864568	TRANSTATUS
Registration Number:	2864569	TRANSALERT
Registration Number:	3013647	TRANSPROFILE
Registration Number:	3055971	TRANSRATE

OP \$965.00 1651732

Property Type	Number	Word Mark
Registration Number:	2939406	TRANSWAREHOUSE
Registration Number:	2996663	TRANSCOMMERCE
Registration Number:	2991414	TRANSPHARMA
Registration Number:	2943565	TRANSTELECOM
Registration Number:	2996875	TRANSFURNITURE
Registration Number:	3113570	TRANSAUTOMOTIVE
Registration Number:	3355018	TRANSNEUTRAL
Registration Number:	3867050	TRANSTACTICAL
Registration Number:	3867684	TRANSWEAR
Registration Number:	3867683	TRANSPRINT
Registration Number:	4124011	ITRANSHIP
Registration Number:	4006216	ITRANSTRACK
Registration Number:	4018334	OUR WORLD IS LOGISTICS
Registration Number:	4295282	TRANSTMS
Registration Number:	4420603	TRANS-SHOW
Registration Number:	4601271	TRANSHOW
Registration Number:	4291805	TRANSAVIATION
Registration Number:	4291806	TRANSAV
Registration Number:	4295285	TRANSRECOVERY
Registration Number:	4446022	TRANSGOLF
Registration Number:	4291808	TRANS-EXHIBITION
Registration Number:	3527176	TRANSGROUP WORLDWIDE LOGISTICS

**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:** 7037125390  
**Email:** mguidry@mcguirewoods.com  
**Correspondent Name:** Melissa Guidry  
**Address Line 1:** 1750 Tysons Blvd  
**Address Line 2:** Suite 1800  
**Address Line 4:** Tysons, VIRGINIA 22102

<b>NAME OF SUBMITTER:</b>	Melissa Guidry
<b>SIGNATURE:</b>	/Melissa Guidry/
<b>DATE SIGNED:</b>	12/29/2017

**Total Attachments: 12**  
source=Intellectual Property Security Agreement#page1.tif  
source=Intellectual Property Security Agreement#page2.tif  
source=Intellectual Property Security Agreement#page3.tif

source=Intellectual Property Security Agreement#page4.tif  
source=Intellectual Property Security Agreement#page5.tif  
source=Intellectual Property Security Agreement#page6.tif  
source=Intellectual Property Security Agreement#page7.tif  
source=Intellectual Property Security Agreement#page8.tif  
source=Intellectual Property Security Agreement#page9.tif  
source=Intellectual Property Security Agreement#page10.tif  
source=Intellectual Property Security Agreement#page11.tif  
source=Intellectual Property Security Agreement#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of December 6, 2017, is among the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) and Bank of America, N.A., as Administrative Agent and as Collateral Agent (together with any successor Collateral Agent, the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, Transgroup Global, Inc., a Delaware corporation (“*Parent*”), Transfair North America International Freight Services, LLC, a Washington limited liability company (“*Transfair*”), Transgroup Express, LLC, a Washington limited liability company (“*TGE*”) and the entities listed on Schedule I thereto (together with Transfair and TGE, and any other Restricted Subsidiary that the Parent elects to designate as a “*Borrower*” pursuant to customary documentation reasonably satisfactory to the Administrative Agent, the “*Borrowers*” and each individually, a “*Borrower*”) and each Subsidiary Guarantor (as defined in the Credit Agreement) have entered into that certain Credit Agreement dated as of December 6, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with each Lender from time to time party thereto, and Bank of America, N.A., as Administrative Agent and as Collateral Agent, and the L/C Issuers referred to therein. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

**WHEREAS**, as a condition precedent to the making of the Loans and the making of L/C Credit Extension by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of December 5, 2017 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

**WHEREAS**, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) its patents and patent applications including those set forth in Schedule A hereto;
- (ii) its trademark and service mark registrations and applications including those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein

would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) its copyright registrations including those set forth in Schedule C hereto;

(iv) its agreements granting any exclusive right to the Grantor in or to any registered copyright including those set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrowers at the Borrower Agent's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier or other electronic transmission of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.


SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]


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

**Grantors:**

**TRANSGROUP EXPRESS, LLC,**  
a Washington limited liability company  
(formerly Transgroup Express, Inc.)

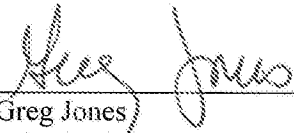
By:   
Name: Gregory Vernoy  
Title: Secretary and Treasurer

**TRANSFAIR NORTH AMERICA  
INTERNATIONAL FREIGHT SERVICES,  
LLC,** a Washington limited liability company  
(formerly Transfair North America  
International Freight Services, Inc.)

By:   
Name: Gregory Vernoy  
Title: Managing Director

COLLATERAL AGENT:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:   
Name: Greg Jones  
Title: Senior Vice President



**Schedule A**

***Patent and Patent Applications***


- Application Number 15174927, filed on June 6, 2016, Jonathan Isenberg as named inventor.<sup>1</sup>

---

<sup>1</sup> This patent is currently being challenged by the PTO.

**Schedule B**

*Trademark and Service Mark Registrations and Applications*

<b>Class</b>	<b>MARK</b>	<b>Date Registered</b>	<b>Jurisdiction</b>	<b>Registration No. / Serial No.</b>	<b>Owner</b>	<b>Expiration Date</b>
IC 039; US 105		07/23/1991	US	1,651,732 / 74,075,385	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	07/23/2021
IC 039; US 100 105	TRANSHIPPER	06/13/2000	US	2,357,196 / 75,673,428	Transfair North America International Freight Services, LLC	06/13/2020
IC 039; US 100 105	TRANSVINE	09/19/2006	US	3,144,083 / 76,648,436	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	09/19/2026
IC 035; US 100 101 102	TRANSTRACKER	08/08/2000	US	2,374,785 / 75,673,434	Transfair North America International Freight Services, LLC	08/08/2020
IC 039; US 100 105	TRANSLOGIC	04/11/2000	US	2,340,842 / 75,673,435	Transfair North America International Freight Services, LLC	04/11/2020
IC 039; US 100 105	TRANSFILM	04/11/2000	US	2,340,846 / 75,674,332	Transfair North America International Freight Services, LLC	04/11/2020
IC 039; US 100 105	TRANSMARINE	4/11/2000	US	2,340,847 / 75,674,333	Transfair North America International Freight Services, LLC	04/11/2020
IC 039; US 100 105	 FLYING FISH (LOGO)	09/21/1999	US	2,279,043 / 75,467,501	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	09/21/2019
IC 039; US 100 105	TRANSGROUP	11/21/2000	US	2,405,890 / 75,798,049	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	11/21/2020
IC 039; US 100 105		08/21/1990	US	1,610,791/ 73,836,436	Transfair North America International Freight Services, LLC	08/21/2020
039	TRANSTRAVEL Washington State	04/18/2012	WA	55268	Transfair	4/18/2022
IC 039; US 100 105	TRANSPROJECT	08/06/2002	US	2,604,773 / 76,338,813	Transfair North America International Freight Services, LLC	08/06/2022

Class	MARK	Date Registered	Jurisdiction	Registration No. / Serial No.	Owner	Expiration Date
IC 039; US 100 105	THE FUTURE OF TRANSPORT LOGISTICS	02/24/2004	US	2,816,639 / 76,499,785	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	02/24/2024
IC 035; US 100 101 102	<b>TRANSTATUS</b>	07/20/2004	US	2,864,568 / 76,527,025	Transfair North America International Freight Services, LLC	07/20/2024
IC 035; US 100 101 102	<b>TransAlert</b>	07/20/2004	US	2,864,569/ 76,527,027	Transfair North America International Freight Services, LLC	07/20/2024
IC 035; US 100 101 102	TRANSPROFILE	11/08/2005	US	3,013,647 / 76,566,467	Transfair North America International Freight Services, LLC	11/08/2025
IC 035; US 100 101 102	TRANSRATE	01/31/2006	US	3,055,971 / 76,567,230	Transfair North America International Freight Services, LLC	01/31/2026
IC 035; US 100 101 102	TRANSWAREHOUSE	04/12/2005	US	2,939,406 / 76,576,763	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	04/12/2025
IC 035; US 100 101 102	TRANSCOMMERCE	09/20/2005	US	2,996,663 / 76,588,688	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	09/1/2025
IC 035; US 100 101 102	<b>TRANSPHARMA</b>	09/06/2005	US	2,991,414 / 76,596,190	Transfair North America International Freight Services, LLC	09/06/2025
IC 039; US 100 105	TRANSTELECOM	04/26/2005	US	2,943,565 / 76,600,705	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	04/26/2025
IC 039; US 100 105	TRANSFURNITURE	09/20/2005	US	2,996,875 / 76,608,217	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	09/20/2025
IC 035; US 100 101 102	TRANSAUTOMOTIV E	07/11/2006	US	3,113,570 / 76,643,392	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	07/11/2026
IC 036; US 100 101 102 IC 039	<b>TransNeutral</b>	12/19/2007	US	3,355,018/ 77,067,451	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	12/19/2020

Class	MARK	Date Registered	Jurisdiction	Registration No. / Serial No.	Owner	Expiration Date
US 100 105						
IC 039; US 100 105	TRANSTACTICAL	10/26/2010	US	3,867,050 / 77,961,476	Transfair North America International Freight Services, LLC	10/26/2020
IC 039; US 100 105	TRANSWEAR	10/26/2010	US	3,867,684 / 85,007,784	Transfair North America International Freight Services, LLC	10/26/2020
IC 039; US 100 105	TransPrint	10/26/2010	US	3,867,683 / 85,007,765	Transfair North America International Freight Services, LLC	10/26/2020
IC 039; US 100 105		01/13/2011	US	4,124,011 / 85,217,328	Transfair North America International Freight Services, LLC	04/10/2022
IC 035; US 100 101 102		08/02/2011	US	4,006,216 / 85,217,371	Transfair North America International Freight Services, LLC	08/02/2021
IC 039; US 100 105	Our World is Logistics	8/30/2011	US	4,018,334 / 85,119,094	Transfair North America International Freight Services, LLC	08/30/2021
IC 035; US 100 101 102 IC 039 US 100 105	TransTMS	02/26/2013	US	4,295,282 / 85,660,882	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	02/26/2023
IC 039; US 100 105	TRANS-SHOW	10/22/2013	US	4,420,603 / 85,660,901	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	10/22/2023
IC 039; US 100 105	TRANSHOW	09/09/2014	US	4,601,271 / 86,190,446	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	09/09/2024
IC 039; US 100 105	TRANSAVIATION	02/19/2013	US	4,291,805 / 85,660,994	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	02/19/2023
IC 039; US 100 105	TRANSAV	02/19/2013	US	4,291,806 / 85,661,005	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	02/19/2023
IC 039; US 100 105	TRANSRECOVERY	02/19/2013	US	4,295,285 / 85,661,018	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	02/19/2023

Class	MARK	Date Registered	Jurisdiction	Registration No. / Serial No.	Owner	Expiration Date
IC 039; US 100 105	TRANSGOLF	12/10/2013	US	4,446,022 / 85,660,979	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	12/10/2023
IC 039; US 100 105	TRANS-EXHIBITION	02/19/2013	US	4,291,808 / 85,661,031	Transgroup Express, LLC (formerly Transgroup Express, Inc.)	02/19/2023
039	TRANSGROUP WORLDWIDE LOGISTICS	11/4/2008	US	3,527,176	Transfair North America International Freight Services, LLC	11/4/2018

**Schedule C**

***Copyright Registrations***

<b>Copyright</b>	<b>Date Registered</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Owner</b>
Transminder Source Code	02/03/2015	US	TXu-1-942-735	Transfair North America International Freight Services, LLC (formerly Transfair North America International Freight Services, Inc.)

**Schedule D**

***Exclusive Copyright Licenses***

None.