

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM488260

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BirdDog Logistics, LLC		08/31/2018	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC, as Collateral Agent		
<b>Street Address:</b>	225 W. Washington Street		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5224255	BIRDDOG LOGISTICS	
<b>Registration Number:</b>	5158086	BIRDDOG LEADER OF THE PACK	
<b>Registration Number:</b>	5158085	BIRDDOG	
<b>Registration Number:</b>	5158084		
<b>Registration Number:</b>	5158083	LEADER OF THE PACK	
<b>Registration Number:</b>	4613790	CHTL LOGISTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>			
<b>Phone:</b>	9192868038		
<b>Email:</b>	pto_tmconfirmation@mvalaw.com, patrickquinn@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	3015 Carrington Mill Blvd.		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	037632.174		
<b>NAME OF SUBMITTER:</b>	John Slaughter		

OP \$165.00 5224255

<b>SIGNATURE:</b>	/john slaughter/
<b>DATE SIGNED:</b>	08/31/2018
<b>Total Attachments: 5</b> source=2018 TM Sec Agrmt From Birddog Logistics to Cortland Capital#page1.tif source=2018 TM Sec Agrmt From Birddog Logistics to Cortland Capital#page2.tif source=2018 TM Sec Agrmt From Birddog Logistics to Cortland Capital#page3.tif source=2018 TM Sec Agrmt From Birddog Logistics to Cortland Capital#page4.tif source=2018 TM Sec Agrmt From Birddog Logistics to Cortland Capital#page5.tif	

## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of August 31, 2018, is made by BirdDog Logistics, LLC, a North Carolina limited liability company (f/k/a CHTL Logistics, LLC) (“**Grantor**”) in favor of Cortland Capital Market Services LLC, a Delaware limited liability company, as collateral agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### **W I T N E S S E T H:**

**WHEREAS**, pursuant to that certain Second Lien Credit Agreement, dated as of August 31, 2018 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Transportation Insight Holdings, LLC, a Delaware limited liability company (at all times prior to the consummation of the Closing Date Acquisition and effectiveness of the Closing Date Assignment and Assumption, “**Initial Borrower**”) and, immediately following the consummation of the Closing Date Acquisition and the effectiveness of the Closing Date Assignment and Assumption, Transportation Insight, LLC, a North Carolina limited liability company (“**Borrower**”), TI Intermediate Holdings, LLC, a Delaware limited liability company, Agent and the Lenders, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor (other than Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

**WHEREAS**, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreement subject to a security interest hereunder.


5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

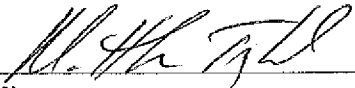
**BIRDDOG LOGISTICS, LLC,**  
a North Carolina limited liability company

By:   
Name: Reynolds C. Faulkner  
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC,  
as Collateral Agent

By:   
Name: Matthew Trybula  
Title: Associate Counsel

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

**BirdDog Logistics, LLC**  
**(North Carolina Limited Liability Company)**

**U.S. Trademarks**

**Trademark Registrations**

Mark	Reg. No.	Reg. Date
BIRDDOG LOGISTICS	5224255	06/13/17
BIRDDOG LEADER OF THE PACK & Design	5158086	03/07/17
BIRDDOG	5158085	03/07/17
Dog Design	5158084	03/07/17
LEADER OF THE PACK	5158083	03/07/17
CHTL LOGISTICS & Design	4613790	09/30/14