TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488263

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transportation Insight, LLC		08/31/2018	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC, as Collateral Agent
Street Address:	225 W. Washington Street
Internal Address:	9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5504198	TI PARCEL SOLUTIONS
Registration Number:	5464297	INSIGHT PARCEL
Registration Number:	5464298	INSIGHT FREIGHT
Registration Number:	5354012	SMALL PACKAGE. LARGE PACKAGE. TOTAL PACK
Registration Number:	4825934	INSIGHT REPORTS
Registration Number:	4817318	INSIGHT ONLINE
Registration Number:	4625929	TI TRANSPORTATIONINSIGHT
Registration Number:	4557156	INSIGHT FUSION
Registration Number:	4451469	EXTENDED LEAN
Registration Number:	4450704	CO-MANAGED LOGISTICS
Registration Number:	4172778	EVALUATE. INNOVATE. DOMINATE.
Registration Number:	4106878	TRANSPORTATIONINSIGHT EVALUATE. INNOVATE
Registration Number:	3844493	INSIGHTTMS
Registration Number:	3563730	CUSTOM LOGISTICS
Registration Number:	3486486	INSIGHT BOL
Registration Number:	3486484	INSIGHT PAYER
Registration Number:	3486483	INSIGHT FORMS
Registration Number:	3486482	INSIGHT TRACKER

OP $515.00 5504198

Property Type	Number	Word Mark
Registration Number:	3486481	INSIGHT RATER
Registration Number:	2965006	TRANSPORTATION INSIGHT

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 9192868038

Email: pto_tmconfirmation@mvalaw.com, patrickquinn@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 3015 Carrington Mill Blvd.

Address Line 2: Suite 400

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	037632.174
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	08/31/2018

Total Attachments: 5

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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 Transportation Insight, LLC, a North Carolina limited liability company ("**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.

TRANSPORTATION INSIGHT, 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

Transportation Insight, LLC
(North Carolina Limited Liability Company)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
TI PARCEL SOLUTIONS	5504198	06/26/18
INSIGHT FREIGHT	5464298	05/08/18
INSIGHT PARCEL	5464297	05/08/18
SMALL PACKAGE. LARGE PACKAGE. TOTAL PACKAGE.	5354012	12/12/17
INSIGHT REPORTS	4825934	10/06/15
INSIGHT ONLINE	4817318	09/22/15
TI TRANSPORTATIONINSIGHT and Design	4625929	10/21/14
INSIGHT FUSION	4557156	06/24/14
EXTENDED LEAN and Design	4451469	12/17/13
CO-MANAGED LOGISTICS and Design	4450704	12/17/13
EVALUATE. INNOVATE. DOMINATE.	4172778	07/10/12
TRANSPORTATIONINSIGHT EVALUATE. INNOVATE. DOMINATE. and Design	4106878	02/28/12
INSIGHTTMS	3844493	09/07/10
CUSTOM LOGISTICS and Design	3563730	01/20/09
INSIGHT BOL	3486486	08/12/08
INSIGHT PAYER	3486484	08/12/08
INSIGHT FORMS	3486483	08/12/08
INSIGHT TRACKER	3486482	08/12/08
INSIGHT RATER	3486481	08/12/08
TRANSPORTATION INSIGHT	2965006	07/05/05