

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ruan Transportation Management Systems, Inc.		03/26/2012	CORPORATION: IOWA
Ruan Logistics Corporation		03/26/2012	CORPORATION: IOWA

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	10 South Dearborn Street, 22nd Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	INC. ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2631844	RUAN TRANSPORTATION MANAGEMENT SYSTEMS
Registration Number:	1481085	RUAN
Registration Number:	0798952	R
Registration Number:	1214346	SINGLE SOURCE TRANSPORTATION

**CORRESPONDENCE DATA**

Fax Number: (312)863-7865  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-201-3865  
 Email: sharon.patterson@goldbergkohn.com  
 Correspondent Name: Sharon Patterson, Paralegal  
 Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.  
 Address Line 2: Ste. 3300  
 Address Line 4: Chicago, ILLINOIS 60603

OP \$115.00 2631844

ATTORNEY DOCKET NUMBER:	1075.214
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	04/02/2012
Total Attachments: 5 source=ruan trademark#page1.tif source=ruan trademark#page2.tif source=ruan trademark#page3.tif source=ruan trademark#page4.tif source=ruan trademark#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of March 26, 2012 by RUAN TRANSPORTATION MANAGEMENT SYSTEMS, INC., an Iowa corporation, and RUAN LOGISTICS CORPORATION, an Iowa corporation (each a "Grantor" and, together, the "Grantors") in favor of JPMorgan Chase Bank, N.A. ("Lender").

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

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantors, certain Affiliates of the Grantors and Lender (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lender has agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantors; and

WHEREAS, pursuant to the Credit Agreement, each Grantor entered into that certain Pledge and Security Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Lender among other things, a continuing security interest in certain of such Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

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

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. Each 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, hereby mortgages, pledges and hypothecates to Lender and grants to Lender a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims,

and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

3. Cumulative Remedies. All of the rights and remedies of Lender under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Lender and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

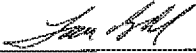
6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

*[signature pages follow]*

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

**GRANTOR:**

RUAN TRANSPORTATION  
MANAGEMENT SYSTEMS, INC.  
RUAN LOGISTICS CORPORATION

By:  <sup>ok</sup>  
Name: Tracey Ball <sub>l.c.k.</sub>  
Title: Chief Financial Officer

**AGREED AND ACCEPTED:**

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By:   
Name: David A. DeLong  
Title: Authorized Officer

**SCHEDULE A**  
**TRADEMARKS**

<b>GRANTOR</b>	<b>MARK</b>	<b>STATUS</b>	<b>SERIAL NO.</b>	<b>REGISTRATION NO.</b>	<b>DATE</b>
Ruan Transportation Management Systems, Inc.	Ruan Transportation Management Systems	REGISTERED	78068408	2631844	10/8/02
Ruan Transportation Management Systems, Inc.	Ruan	REGISTERED	73634262	1481085	3/15/88
Ruan Logistics Corporation	R	REGISTERED	72204010	0798952	11/16/65
Ruan Logistics Corporation	Single Source Transportation	REGISTERED	73292769	1214346	10/26/82

**TRADEMARK APPLICATIONS**

**NONE**