

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transplace Southeast, LLC		09/16/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Newstar Financial, Inc.		
Street Address:	500 Boylston Street		
Internal Address:	STE 1200		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3611051	M33 INTEGRATED SOLUTIONS	
Registration Number:	3745126	TECHNOLOGY CO-MANAGEMENT	
Registration Number:	4623958	MPOWER	
Registration Number:	4605464	MCAP	
Registration Number:	4609420	M33	
Registration Number:	4694550		
Registration Number:	4631606	BLACKBEARD	
Registration Number:	4714901		
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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>			
Phone:	704 503 2600		
Email:	vbantug@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	100 N Tryon Street		
Address Line 2:	Suite 3900		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		

OP \$215.00 3611051

ATTORNEY DOCKET NUMBER:	18876.015066
NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	09/19/2015
Total Attachments: 5 source=GSO#page1.tif source=GSO#page2.tif source=GSO#page3.tif source=GSO#page4.tif source=GSO#page5.tif	

SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS) dated as of September 16, 2015 (this "Security Agreement"), is by and among Transplace Southeast, LLC, a Delaware limited liability company ("Grantor"), and NewStar Financial, Inc., as agent (the "Agent").

WHEREAS the Grantor is the owner and user of the registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A as owned and used by the Grantor (collectively, the "Trademarks");

WHEREAS the Grantor, Transplace Texas, LP, a Texas limited partnership ("Transplace Texas"), CI (Transplace) International, LLC, a Delaware limited liability company ("International Holdings"), Transplace Stuttgart, LP, a Texas limited partnership ("Transplace Stuttgart"), Transplace International, Inc., a Nevada corporation ("Transplace International"), Transplace Freight Services, LLC, a Delaware limited liability company ("Transplace Freight"), Celtic International, LLC, a Delaware limited liability company ("Celtic"), Logistics Management Solutions, L.C., a Missouri limited liability company ("LMS"), Freight Management Solutions, LLC, a Missouri limited liability company ("FMS" and collectively with Grantor, Transplace Texas, International Holdings, Transplace Stuttgart, Transplace International, Transplace Freight, Celtic, LMS and FMS, the "Borrowers"), GTP Operations, LLC, a Delaware limited liability company ("Holdings"), Transplace, LLC, a Delaware limited liability company ("Transplace LLC"), CI (Transplace) GP, LLC, a Delaware limited liability company ("Transplace GP"), CI (Transplace) Stuttgart GP, LLC, a Delaware limited liability company ("Stuttgart GP"), CI (Transplace) LP, LLC, a Delaware limited liability company ("Transplace LP"), Transplace Mexico, LLC, a Nevada limited liability company ("Transplace Mexico") Transplace Holdings, Inc., a Delaware corporation ("Parent") and CI AIV Blocker, Inc., a Delaware corporation ("Blocker" and collectively with Holdings, Transplace LLC, Transplace GP, Stuttgart GP, Transplace LP, Transplace Mexico and Parent, the "Guarantors", and together with the Borrowers, the "Obligors"), have entered into that certain Term Loan and Security Agreement dated as of September 16, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Obligors, the financial institutions from time to time party thereto as lenders (the "Lenders"), and the Agent for the Lenders, pursuant to which the Grantor has granted to the Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement), a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Loan Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantor's right, title and interest in the Trademarks;

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

The Grantor hereby reconfirms the terms of the Loan Agreement. The Grantor further hereby pledges and mortgages to the Agent, and grants to the Agent, for the benefit of the

Secured Parties, a security interest in, all of the Grantor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor pursuant hereto secures the payment of all Obligations (as defined in the Loan Agreement) now or hereafter existing under or in respect of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Loan Agreement, and the Grantor and the Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Signature Page to Follow]

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

GRANTOR:

TRANSPLACE SOUTHEAST, LLC,
a Delaware limited liability company

By: 

Name: Anthony F. Cossentino

Title: Chief Financial Officer

AGENT:

NEWSTAR FINANCIAL, INC.,
Individually and as Agent for the Secured Parties

By: William P Walsh
Name: William P. Walsh
Title: Director

SCHEDULE A

Registered Trademarks:

Trademark	Registration No. Serial/Application No.	Owner
M33 INTEGRATED SOLUTIONS	RN: 3611051 AN: 77/387785	Transplace Southeast, LLC
TECHNOLOGY CO-MANAGEMENT and Design	RN: 3745126 AN: 77/407487	Transplace Southeast, LLC
MPOWER	RN: 4623958 AN: 86/199026	Transplace Southeast, LLC
MCAP	RN: 4605464 AN: 86/198945	Transplace Southeast, LLC
M33	RN: 4609420 AN: 86/198962	Transplace Southeast, LLC
Miscellaneous Design (Hexagon Logo)	RN: 4694550 AN: 86/198980	Transplace Southeast, LLC
BLACKBEARD	RN: 4631606 AN: 86/219335	Transplace Southeast, LLC
Miscellaneous Design (sphere)	RN: 4714901 AN: 86/219366	Transplace Southeast, LLC

Trademark Applications:

None.