

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transplace Southeast, LLC		10/04/2017	Limited Liability Company: DELAWARE
Transplace Texas, L.P.		10/04/2017	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4631606	BLACKBEARD	
Registration Number:	4694550		
Registration Number:	4714901		
Registration Number:	4609420	M33	
Registration Number:	3611051	M33 INTEGRATED SOLUTIONS	
Registration Number:	4605464	MCAP	
Registration Number:	4623958	MPOWER	
Registration Number:	4326646	FAM	
Registration Number:	4265923	FREIGHT ALLOCATION MODULE	
Registration Number:	4754806	OPTIMIZE PRIME	
Registration Number:	2782329	TRANSPLACE	
Registration Number:	3283830	TRANSPLACE	
Registration Number:	3304299	TRANSPLACE THE 3PL & TECHNOLOGY COMPANY	
Registration Number:	4763873	Y OPTIMIZE PR1ME	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	10/10/2017

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Transplace Southeast, LLC
- 2. Transplace Texas, L.P.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. LLC - Delaware; 2. LP - Texas
- Association
- Limited Partnership

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 4, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: 200 West Street

City: New York

State: NY

Country: USA Zip: 10282

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 30860.641 (2nd Lien)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

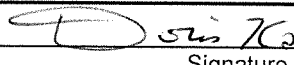
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

October 5, 2017

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of October 5, 2017, by and among the Persons listed on the signature pages hereof (each a “Grantor” and collectively the “Grantors”) and JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Pledge and Security Agreement, dated as of October 5, 2017 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by such Grantor and pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of each Grantor listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

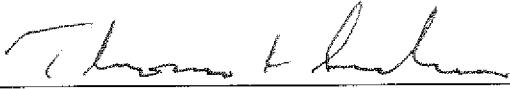
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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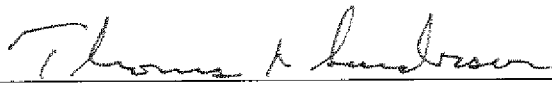
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRANSPLACE TEXAS, LP

By: CI (Transplace) GP, LLC
Its: General Partner

By: 
Name: Thomas K. Sanderson
Title: Chief Executive Officer

TRANSPLACE SOUTHEAST, LLC

By: 
Name: Thomas K. Sanderson
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

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

By: 

Name: MARIA RIAZ
Title: VICE PRESIDENT

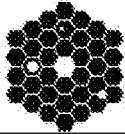
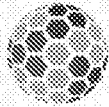
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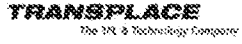

TRADEMARK
REEL: 006178 FRAME: 0119

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Transplace Southeast, LLC	BLACKBEARD	86219335	03/12/2014	4631606	11/04/2014
2.	Transplace Southeast, LLC	Design 	86198980	02/20/2014	4694550	03/03/2015
3.	Transplace Southeast, LLC	Design 	86219366	03/12/2014	4714901	04/07/2015
4.	Transplace Southeast, LLC	M33	86198962	02/20/2014	4609420	09/23/2014
5.	Transplace Southeast, LLC	M33 INTEGRATED SOLUTIONS	77387785	02/04/2008	3611051	04/28/2009
6.	Transplace Southeast, LLC	MCAP	86198945	02/20/2014	4605464	09/16/2014
7.	Transplace Southeast, LLC	MPOWER	86199026	02/20/2014	4623958	10/21/2014
8.	Transplace Texas, L.P.	FAM	85444772	10/11/2011	4326646	04/30/2013
9.	Transplace Texas, L.P.	FREIGHT ALLOCATION MODULE	85444809	10/11/2011	4265923	12/25/2012
10.	Transplace Texas, L.P.	OPTIMIZE PRIME	86389944	09/09/2014	4754806	06/16/2015
11.	Transplace Texas, L.P.	TRANSPLACE (Stylized) TRANSPLACE	76102714	08/03/2000	2782329	11/11/2003
12.	Transplace Texas, L.P.	TRANSPLACE (Stylized) TRANSPLACE	78789782	01/11/2006	3283830	08/21/2007

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
13.	Transplace Texas, L.P.	TRANSPPLACE THE 3PL & TECHNOLOGY COMPANY (Stylized) 	78789764	01/11/2006	3304299	10/02/2007
14.	Transplace Texas, L.P.	Y OPTIMIZE PRIME & Design 	86433111	10/23/2014	4763873	06/30/2015