TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transplace Texas, LP		12/18/2009	LIMITED PARTNERSHIP: TEXAS
CI (Transplace) International, LLC		12/18/2009	LIMITED LIABILITY COMPANY: DELAWARE
Transplace Stuttgart, LP		12/18/2009	LIMITED PARTNERSHIP: TEXAS
Transplace International, Inc.		12/18/2009	CORPORATION: NEVADA
CI (Transplace) GP, LLC		12/18/2009	LIMITED LIABILITY COMPANY: DELAWARE
CI (Transplace) LP, LLC		12/18/2009	LIMITED LIABILITY COMPANY: DELAWARE
Transplace Mexico, LLC		12/18/2009	LIMITED LIABILITY COMPANY: NEVADA
CI (Transplace) Intermediate Holdings, LLC		12/18/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Majn Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2656924	DENSE NETWORK EFFICIENCY
Serial Number:	77701667	GOT RFP?
Registration Number:	2802892	
Registration Number:	2782329	TRANSPLACE

OP $215.00 2656924

Registration Number:	3283830	TRANSPLACE
Registration Number:	3489793	TRANSPLACE PAY ON-DEMAND
Registration Number:	3304299	TRANSPLACE THE 3PL & TECHNOLOGY COMPANY
Registration Number:	2762357	

CORRESPONDENCE DATA

Fax Number: (214)855-8200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-855-8000

Email: cholland@fulbright.com

Correspondent Name: Linda M. Merritt

Address Line 1: 2200 Ross Avenue, Suite 2800

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	08286-X00002
NAME OF SUBMITTER:	Linda M. Merritt
Signature:	/Linda M. Merritt/
Date:	01/04/2010

Total Attachments: 14
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AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

WHEREAS, Transplace Texas, LP, a Texas limited partnership ("Pledgor"), CI (Transplace) International, LLC, a Delaware limited liability company ("Transplace CI"), Transplace Stuttgart, LP, a Texas limited partnership ("Transplace Stuttgart"), and Transplace International, Inc., a Nevada corporation ("Transplace International"; together with Pledgor, Transplace CI and Transplace Stuttgart, each a "Borrower" and collectively, the "Borrowers"), CI (Transplace) GP, LLC, a Delaware limited liability company ("Transplace GP"), CI (Transplace) LP, LLC, a Delaware limited liability company ("Transplace LP"), Transplace Mexico, LLC, a Nevada limited liability company ("Transplace Mexico"), and CI (Transplace) Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"; together with Transplace GP, Transplace LP, and Transplace Mexico each a "Guarantor" and collectively, the "Guarantors") and Bank of America, N.A., a national banking association (the "Lender") are parties to that certain Amended and Restated Loan and Security Agreement dated as of December 18, 2009 (as same may be amended, restated, supplemented, or otherwise modified from time to time, the "A&R Loan Agreement") providing for extensions of credit to be made to Borrowers by the Lender pursuant to the A&R Loan Agreement;

WHEREAS, pursuant to the terms of the A&R Loan Agreement, Pledgor is obligated to secure the prompt payment and performance of the Obligations; and

WHEREAS, pursuant to the terms of the A&R Loan Agreement, Pledgor has granted to the Lender a security interest in substantially all the assets of Pledgor, including all right, title and interest of Pledgor in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by Pledgor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment of the Obligations. The Trademarks, Trademark registrations, Trademark Licenses and Trademark applications are listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor does hereby grant to the Lender a continuing security interest in all of its respective right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral") whether presently existing or hereafter created or acquired:

> (1)   each Trademark, Trademark registration and Trademark application, together with any reissues, continuations or extensions thereof, including, without limitation, the Trademark, Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

> (2)   each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3)   all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in <u>Schedule 1</u> annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in <u>Schedule 1</u> and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted the Lender pursuant to the A&R Loan Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the A&R Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

As used herein, the following terms have the following meanings:

A.   "Trademark License" means any written agreement now or hereafter in existence granting to Pledgor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Pledgor).

B.   "Trademarks" means collectively all of the following now owned or hereafter created or acquired by Pledgor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (b) all reissues, extensions or renewals thereof (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

Terms not otherwise defined herein, shall have the same meanings as in the A&R Loan Agreement.

This Amended and Restated Trademark Security Agreement amends and restates in its entirety that certain Trademark and Security Agreement dated August 28, 2003 by and between Pledgor and the Lender.

[Signature Page Follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

<div align="center">

PLEDGOR:

TRANSPLACE TEXAS, LP
a Texas limited partnership

By: CI (Transplace) GP, LLC
       its sole general partner

By:_____
Name: Steven A. Crowther
Title: Chief Financial Officer, Treasurer and
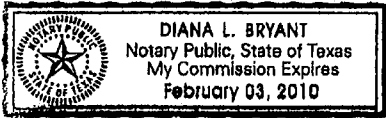   Secretary

</div>

Accepted by:

BANK OF AMERICA, N.A.,
as Lender

By: _H Michael Wills_

Name: H. Michael Wills

Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF Texas   §
                         §

COUNTY OF COLLIN   §

On the /9ᵗʰ day of December, 2009, before me personally appeared Steven A. Crowther, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chief Financial Officer, Treasurer and Secretary of CI (Transplace) GP, LLC, a Delaware limited liability company, the general partner of Transplace Texas, LP, a Texas limited partnership, who being by me duly sworn, did depose and say that he is [Chief Financial Officer, Treasurer and Secretary] of CI (Transplace) GP, LLC, the limited liability company which executed the foregoing instrument on behalf of the limited partnership described herein; that said instrument was signed on behalf of said limited liability company by order of its sole general partner; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)

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DIANA L. BRYANT
Notary Public, State of Texas
My Commission Expires
February 03, 2010
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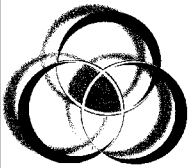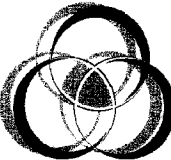
Diana L Bryant
Notary Public in and for the State of Texas

My commission expires: 2/3/10
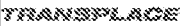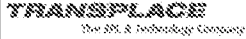
Schedule 1

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

1.   Loan Parties' patents: None

2.   Loan Parties' trademarks:
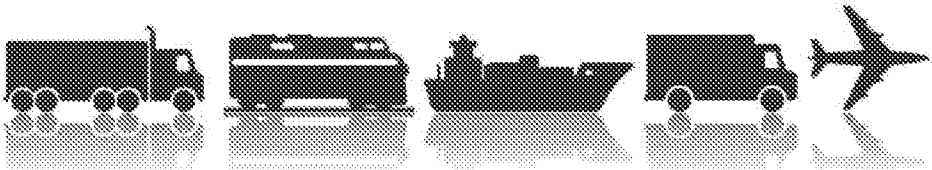
Service marks
(Registered and Pending Applications)

Country	Trademark	Ser./Reg./App. No.	Owner	Filing Date	Registration Date
US	DENSE NETWORK EFFICIENCY	SN:75-941614 RN:2,656,924	Transplace Texas, LP	March 10, 2000	December 3, 2002
US	GOT RFP?	SN:77-701667	Transplace Texas, LP	March 29, 2009	n/a
US	MISCELLANEOUS DESIGN	SN:76-227030 RN:2,802,892	Transplace Texas, LP	March 19, 2001	January 6, 2004
US	TRANSPLACE	SN:76-102714 RN:2,782,329	Transplace Texas, LP	August 3, 2000	November 11, 2003
US	TRANSPLACE (Stylized)	SN:78-789782 RN:3,283,830	Transplace Texas, LP	January 11, 2006	August 21, 2007
US	TRANSPLACE PAY ON-DEMAND	SN:77-207475 RN:3,489,793	Transplace Texas, LP	June 15, 2007	August 19, 2008
US	TRANSPLACE THE 3PL & TECHNOLOGY COMPANY (Stylized)	SN:78-789764 RN:3,304,299	Transplace Texas, LP	January 11, 2006	October 2, 2007
US Nebraska	TRANSPLACE	RN:10,028,804	Transplace Texas, LP		November 1, 2001
Canada	CIRCLES DESIGN	AN:1116067-00 RN:TMA642187	Transplace Texas, LP	September 19, 2001	June 16, 2005
Canada	TRANSPLACE	AN:1091349-00 RN:TMA595515	Transplace Texas, LP	February 1, 2001	November 24, 2003

Country	Trademark	Ser./Reg./App. No.	Owner	Filing Date	Registration Date
Canada	TRANSPLACE DESIGN TRANSPLACE	AN:1288780-00 RN:TMA68785 1	Transplace Texas, LP	January 26, 2006	May 16, 2007
Canada	TRANSPLACE PAY ON-DEMAND	AN:1356723-00	Transplace Texas, LP	July 17, 2007	n/a
Canada	TRANSPLACE THE 3PL & TECHNOLOGY COMPANY & DESIGN TRANSPLACE The 3PL & Technology Company	AN:1288781-00 RN:TMA73382 8	Transplace Texas, LP	January 26, 2006	February 3, 2009
Mexico	MISCELLANEOUS DESIGN	SN:708262 RN:922682	Transplace Texas, LP	March 17, 2005	February 28, 2006
Mexico	MISCELLANEOUS DESIGN	SN:507588 RN:775311	Transplace Texas	September 19, 2001	January 28, 2003
Mexico	TRANSPLACE TRANSPLACE	SN:761659 RN:952309	Transplace Texas	January 20, 2006	September 14, 2006
Mexico	TRANSPLACE	SN:469592 RN:728253	Transplace Texas	February 6, 2001	December 13, 2001
Mexico	TRANSPLACE	SN:469593 RN:698701	Transplace.com, LLC	February 6, 2001	May 18, 2001
Mexico	TRANSPLACE PAY ON-DEMAND	SN:867660 RN:1028161	Transplace Texas, LP	July 11, 2007	February 29, 2008
Mexico	TRANSPLACE THE TECHNOLOGY COMPANY TRANSPLACE The 3PL & Technology Company	SN:973809 RN:1076030	Transplace Texas, LP	November 12, 2008	December 4, 2008
Mexico	TRANSPLACE.COM Transplace.com	SN:469591 RN:728252	Transplace Texas, LP	February 6, 2001	December 13, 2001

Country	Trademark	Ser./Reg./App. No.	Owner	Filing Date	Registration Date
Mexico	TRANSPLACE.COM Transplace.com	SN:489590 RN:699807	Transplace.com, LLC	February 6, 2001	May 29, 2001
CTM	TRANSPLACE	AN:2063469	Transplace.com, LLC	January 30, 2001	June 5, 2002
CTM	TRANSPLACE.COM Transplace.com	AN:2079366	Transplace.com, LLC	January 31, 2001	April 19, 2002

U.S. Common Law Marks

Transplace Domain Names

Domain		Type		Expires		Source
Transplace.com		Domain Name		28-Jan-19		NETWORK SOLUTIONS, LLC.
Transplace.net		Domain Name		15-May-19		NETWORK SOLUTIONS, LLC.
Transplace.org		Domain Name		15-May-19		NETWORK SOLUTIONS, LLC.

VeriSign Certificates

Certificate Name		Type		Expires		Status		Provider
uatproclarity.transplace.com		SS Pro-3		1-Apr-12		Valid		VeriSign
uatextranet.transplace.com		SS Pro-3		1-Apr-12		Valid		VeriSign
dne5suat.transplace.com		SS Pro-3		31-Mar-12		Valid		VeriSign
tms.transplace.com		SS Pro-3		8-Nov-10		Valid		VeriSign
bireportssso.transplace.com		SS Pro-1		21-Dec-09		Valid		VeriSign
uatbireports.transplace.com		SS Pro-3		6-Aug-12		Valid		VeriSign
reports.transplace.com		SS Pro-1		17-Mar-10		Valid		VeriSign
demo.transplace.com		SS Pro-3		18-Aug-11		Valid		VeriSign
bireports.transplace.com		SS Pro-3		5-Aug-11		Valid		VeriSign
extranet.transplace.com		SS-2		26-Jun-10		Valid		VeriSign
tpmail.transplace.com		SS Pro-3		14-Mar-10		Valid		VeriSign
imaging.transplace.com		SS Pro-3		16-Nov-10		Valid		VeriSign

**Entrust
Certificates**

Certificate Name		Type		Expires	Status		Provider
vpn.transplace.com		RC-4		11-Aug-11	Valid		Entrust

Proprietary Software

Application Name	**Application Type**	**Description**
Security	Primary/Dependent	Single sign-on for all Transplace applications
TMS Transportation Management System	Primary	Shipment Requests and Uploads Shipment Planning System Routing Guide Mode Execution Dock Scheduling Financials
FAM Freight Auction Module	Primary	Provides support for freight auction
CWS Carrier Web Suite	Primary	Provides system capabilities for non-technology carriers
OMS Order Management System	Primary	
CBM Collaborative Bid Module	Primary	
TPM Trailer Pool Management	Primary	
CMS Customer Management System	Secondary	Provides functionality for defining configuration data for each domain and account using the TMS and OMS applications. Mode Rules Shipper Rule Vendor-Shipper Association

SKU No nickname	Secondary	Provides functionality for defining product (SKU) infration for each domain and account using the TMS and OMS applications.
RMM Rate Management Module	Secondary	Provides functionality for defining TL and LTL rate information for each domain and account using the TMS application. Also supports weight-based rating.
RMS Rate Maintenance Search	Secondary	Provides functionality for searching rates entered and maintained by the RMM application. This application queries the rating engine rather than the tables.
ADM	Secondary	Provides functionality for managing carriers across accounts and domains.
Imaging iMarkup	Secondary	The imaging application is a set of custom screens and workflows built on a third-party product called iMarkup. Also includes a JMSListener.
New Rating Maintenance System	Boundary/Dependent	Java Swing Client that will eventually be used for all Truckload and LTL Rating Maintenance. This has replaced the old C++ Truckload Rating Maintenance System and will replace the LTL Truckload Rating Maintenance System by early 2010
TL Rating TL Rating Engine	Boundary/Dependent	C++ application that provides less than truckload rates for TMS. Also includes a Java interface. This rating engine queries SMC Rateware for its rates.

WB Rating Weight-based Rating Engine	Boundary/Dependent	C++ application that provides weight-based truckload rates for TMS. Also includes a Java interface.
SPTOPT SPT Optimization Engine	Boundary/Dependent	C/C++/VB application that returns optimized loads for TMS and for engineering.
OCA Optimal Carrier Assignment	Boundary/Dependent	Interface to SPTOPT that provides functionality for assigning carriers based on capacity constraints. Also includes a Java interface.
SPT Intfc SPT Interface	Boundary/Dependent	Interface to SPTOPT that provides additional configuration of business rules. Includes both a Java and VB component.
RMC Rand McNally Interface	Boundary/Dependent	Interface to the configured distance engine provided by Rand McNally. Currently supporting version 18 and 19.
PCM PC Miller Interface	Boundary/Dependent	Interface to the configured distance engine provided by Rand McNally. Currently supporting version 20.

EXCEPTIONS

That certain Microsoft Select Agreement dated March 26, 2007 between Transplace.com and Microsoft Licensing GP is in the name Transplace.com rather than Transplace Texas, LP.

3. Loan Parties' copyrights: None

4. Loan Parties' licenses (other than routine business licenses, authorizing them to transact business in local jurisdictions):

Licensed Intellectual Property

Hosted solutions

Function	Transplace Organization	Name	Publisher	Vendor	Comment

Function	Transplace Organization	Name	Publisher	Vendor	Comment
HR Administration	HR -- Administration	**NuViewHR**	NuView Software	NuView Software	
Employee Expense Management and tracking system	HR -- Expense Account Mgmt	**Expensable**	Expensable Solutions	Expensable Solutions	Web-based expense report and management system
Remote Access to Payroll Information	HR -- Payroll	**ADP -- I-Pay**	ADP Software	ADP Software	
Payroll Administration	HR -- Payroll	**ADP -- PCPW**	ADP Software	ADP Software	
Time/Vacation/PTO Tracking	HR -- Payroll	**EZLabor**	ADP Software	ADP Software	
Desktop software distribution, inventory and patch management	IT -- Desktop	**Dell Desktop Manager**	Dell	Dell	
Vulnerability Management System	IT -- Security	**Vusion VM**	Critical Watch	Critical Watch	
Survey and Lead Tracking Program	Sales and Marketing	**Constant Contact**	Constant Contact	Constant Contact	
Web Based Lead Generation and Tracking program	Sales and Marketing	**Hub Spot**	Hub Spot	Hub Spot	
Sales Contact and Management System	Sales and Marketing	**SalesForce.com**	SalesForce	SalesForce	
Transplace Toll Free Telephone Service	Transplace Corporate	**Meet Now**	BTCI Corp	BTCI Corp	Licenses for special toll-free conference numbers used by some Transplace Executives
Function	**Transplace Organization**	**Name**	**Publisher**	**Vendor**	**Comment**

Travel -- Ticketing and Scheduling Software	Travel	**Galileo**	Galileo	Galileo	
TRAMS -- Travel software	Travel	**Travel Accounting System**	Saber	Saber	
GoToMeeting		**Web conferencing**	Citrix	Citrix	Web-based meeting hosting service
International Load Management	International	**IES**	IES, Ltd.	IES, Ltd	Web-based International load tracking system [Note Local Server-based Software is also included.]
International Load Management	International	**LogNet**	LogNet, Inc	Log Net..Inc	Web-based International load management software
Budget Forecasting and Reporting	Finance	**Host Analytics**	Host Analytics	Host Analytics	Budget Forecasting and Reporting (Software as a Service)
On Training for Transplace Employees	Training	**Business Training Library**	Business Training Library	Business Training Library	Training Library to be updated Quarterly by the Publisher