

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Breed, Inc.		09/02/2014	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Agent		
Street Address:	1 New York Plaza, 41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3903430	BEYOND LOGISTICS	
Registration Number:	3903431	BEYOND LOGISTICS	
Registration Number:	3903432	BEYOND LOGISTICS	
Registration Number:	4179899	BEYOND LOGISTICS	
Registration Number:	3903433	BEYOND LOGISTICS	
Registration Number:	2743020	NB	
Registration Number:	2743022	NB	
Registration Number:	4413580	NB NEW BREED LOGISTICS	
Registration Number:	2491744	NEW BREED	
Registration Number:	2492186	NEW BREED	
Serial Number:	86022402	NEW BREED LOGISTICS	
Serial Number:	86280629	NFOCUS BEYOND ANALYTICS	
Serial Number:	86280627	NREACH BEYOND INVENTORY	
Registration Number:	4216683	WE HELP BIG IDEAS TAKE OFF	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
TRADEMARK			

CH \$365.00 3903430

Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 74572.00019

NAME OF SUBMITTER: Christine Dionne

SIGNATURE: /Christine Dionne/

DATE SIGNED: 09/02/2014

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of September 2, 2014, by New Breed, Inc. (the “Pledgor”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to an Amended and Restated Security Agreement dated April 1, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the 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. As collateral security for the payment and performance in full of all the Obligations, the Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on all of the right, title and interest of the Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, and, in each case, excluding any Excluded Property, the “Trademark Collateral”):

(a) (A) all trademarks, trade names, domain names, corporate names, business names, trade dress, service marks, logos, other source or business identifiers, 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 or territory thereof, or any other country or any political subdivision thereof, including those set forth on Schedule I to this Agreement; (B) all renewals thereof; and (C) all Goodwill associated with any of the foregoing, together with any and all (i) rights and privileges arising under applicable law with respect to the Pledgor's ownership or use of any trademarks, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable to Pledgor thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringement thereof.

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

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 Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 5. Governing Law. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN ANY SUCH OTHER LOAN DOCUMENTS) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

Very truly yours,

NEW BREED, INC.

By:

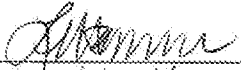
A handwritten signature in black ink, appearing to read "Richard Bennett Wimmer", written over a horizontal line.

Name: Richard Bennett Wimmer
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent

By: 
Name: *Lisa Hansen*
Title: *Authorized Signatory*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005355 FRAME: 0108

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations and Applications:

Mark	Owner	Status	Registration / Application Number	Country	Registration Date / Filing Date
BEYOND LOGISTICS	New Breed, Inc.	Registered	3903430	USA	January 11, 2011
BEYOND LOGISTICS	New Breed, Inc.	Registered	3903431	USA	January 11, 2011
BEYOND LOGISTICS	New Breed, Inc.	Registered	3903432	USA	January 11, 2011
BEYOND LOGISTICS	New Breed, Inc.	Registered	4179899	USA	January 11, 2011
BEYOND LOGISTICS	New Breed, Inc.	Registered	3903433	USA	January 11, 2011
NB	New Breed, Inc.	Registered	2743020	USA	July 29, 2003
NB (and design)	New Breed, Inc.	Registered	2743022	USA	July 29, 2003
NB NEW BREED LOGISTICS (and design)	New Breed, Inc.	Registered	4413580	USA	October 8, 2013
NEW BREED	New Breed, Inc.	Registered	2491744	USA	September 25, 2001
NEW BREED	New Breed, Inc.	Registered	2492186	USA	September 25, 2001
NEW BREED LOGISTICS	New Breed, Inc.	Allowed	86022402	USA	July 29, 2013
NFOCUS BEYOND ANALYTICS (and design)	New Breed, Inc.	Pending	86280629	USA	May 14, 2014
NREACH BEYOND INVENTORY (and design)	New Breed, Inc.	Pending	86280627	USA	May 14, 2014
WE HELP BIG IDEAS TAKE OFF	New Breed, Inc.	Registered	4216683	USA	October 2, 2012

Foreign Trademark Registrations and Applications:

Mark	Owner	Status	Registration / Application Number	Country	Registration Date / Filing Date
BEYOND LOGISTICS	New Breed, Inc.	Pending	1665943	Canada	February 28, 2014
NB	New	Registered	TMA632462	Canada	February 9, 2005

	Breed, Inc.				
NB NEW BREED LOGISTICS (and design)	New Breed, Inc.	Pending	1630591	Canada	June 11, 2013
NEW BREED	New Breed, Inc.	Registered	TMA605794	Canada	March 19, 2004
WE'VE GOT BOTH BRICKS AND BITS WAITING TO SERVE YOU	New Breed, Inc.	Registered	TMA629383	Canada	January 5, 2005
NB NEW BREED LOGISTICS (and design)	New Breed, Inc.	Pending	12742178	China	June 13, 2013
NB NEW BREED LOGISTICS (and design)	New Breed, Inc.	Pending	12742179	China	June 13, 2013
NB NEW BREED LOGISTICS (and design)	New Breed, Inc.	Pending	12742180	China	June 13, 2013
NB NEW BREED LOGISTICS (and design)	New Breed, Inc.	Pending	12742181	China	June 13, 2013
BEYOND LOGISTICS	New Breed, Inc.	Registered	9925017	European Union	October 4, 2011
NB	New Breed, Inc.	Registered	2696755	European Union	February 11, 2004
NB NEW BREED LOGISTICS (and design)	New Breed, Inc.	Published	11891314	European Union	June 11, 2013
NEW BREED	New Breed, Inc.	Registered	3028107	European Union	March 13, 2006
NEW BREED LOGISTICS	New Breed, Inc.	Registered	9923475	European Union	October 4, 2011
WE HELP BIG IDEAS TAKE OFF	New Breed, Inc.	Registered	9923491	European Union	November 7, 2011
NB	New Breed, Inc.	Registered	301151555	Germany	February 5, 2002
NEW BREED	New Breed, Inc.	Registered	30115154	Germany	February 4, 2002
NB NEW BREED LOGISTICS (and design)	New Breed, Inc.	Pending	302635443	Hong Kong	June 11, 2013
NEW BREED	New Breed, Inc.	Registered	4652470	Japan	March 14, 2003
BEYOND LOGISTICS	New Breed, Inc.	Pending	1408368	Mexico	August 29, 2013
BEYOND LOGISTICS	New Breed, Inc.	Pending	1415923	Mexico	November 28, 2013
BEYOND LOGISTICS	New Breed, Inc.	Pending	1408370	Mexico	
BEYOND LOGISTICS	New Breed, Inc.	Pending	1422196	Mexico	December 16, 2013
NB	New Breed, Inc.	Registered	723928	Mexico	November 27, 2001
NB	New Breed, Inc.	Registered	723929	Mexico	November 27, 2001
NB	New Breed, Inc.	Registered	872115	Mexico	March 15, 2005
NB	New Breed, Inc.	Registered	770933	Mexico	November 28, 2002

NB NEW BREED LOGISTICS (and design)	New Breed, Inc.	Pending	1382189	Mexico	June 11, 2013
NB NEW BREED LOGISTICS (and design)	New Breed, Inc.	Pending	1382190	Mexico	June 11, 2013
NB NEW BREED LOGISTICS (and design)	New Breed, Inc.	Pending	1382191	Mexico	June 11, 2013
NB NEW BREED LOGISTICS (and design)	New Breed, Inc.	Registered	1391012	Mexico	August 19, 2013
NEW BREED	New Breed, Inc.	Registered	731200	Mexico	January 30, 2002
NEW BREED	New Breed, Inc.	Registered	731201	Mexico	January 30, 2002
NEW BREED	New Breed, Inc.	Registered	728947	Mexico	December 17, 2001
NEW BREED	New Breed, Inc.	Registered	788743	Mexico	April 29, 2003
NB NEW BREED LOGISTICS (and design)	New Breed, Inc.	Registered	UK00003009554	United Kingdom	December 20, 2013
NEW BREED	New Breed, Inc.	Registered	2263289	United Kingdom	June 14, 2002