

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY		10/01/2014	CANADIAN BANK: CANADA
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC		
Street Address:	225 W. WASHINGTON ST., 21ST FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3432760		
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-530-5000		
Email:	NTABAH@MILBANK.COM		
Correspondent Name:	MILBANK. TWEED, HADLEY & MCCLOY LLP		
Address Line 1:	ONE CHASE MANHATTAN PLAZA		
Address Line 2:	ATTN: NANGAH N. TABAH		
Address Line 4:	NEW YORK, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	40688.00300		
NAME OF SUBMITTER:	NANGAH TABAH		
SIGNATURE:	/Nangah Tabah # 71,824/		
DATE SIGNED:	10/01/2014		
Total Attachments: 5			
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ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Agreement”), dated as of October 1, 2014 (the “Effective Date”), is by and among Canadian Imperial Bank of Commerce, New York Agency (“CIBC”), in its capacity as resigning administrative agent under that certain Trademark Security Agreement, dated as of September 28, 2012, (the “Trademark Security Agreement”) and Cortland Capital Market Services LLC (“Cortland”), in its capacity as successor administrative agent.

WITNESSETH:

WHEREAS, Cargo 360, Inc., a Delaware corporation, as a grantor, and CIBC are parties to the Trademark Security Agreement;

WHEREAS, pursuant to the Resignation, Consent, Appointment, Assumption and Amendment Agreement dated the date hereof, by and among Cargo 360, LLC, a Delaware limited liability company (the “Borrower”), the Guarantors party thereto, CIBC, as resigning administrative agent, Cortland, as successor administrative agent and the lenders party thereto, Cortland has been appointed as successor administrative agent under the Trademark Security Agreement, and Cortland is now the “Administrative Agent” under and as defined in the Trademark Security Agreement;

WHEREAS, pursuant to the Trademark Security Agreement the Borrower has granted to the Administrative Agent a lien on and security interest (the “Security Interest”) in and to the trademark registrations and applications set forth on Schedule 1 (the “Trademarks”);

WHEREAS, the Security Interest, as previously held by CIBC, has been recorded in the United States Patent and Trademark Office with respect to the Trademarks identified on Schedule 1;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Definitions. Unless otherwise defined herein, terms used herein which are defined in the Trademark Security Agreement shall have the meanings given to such terms in the Trademark Security Agreement.

2. Assignment of Security Interest in Intellectual Property.

2.1 Assigned Security Interest. Effective as of the Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIBC hereby assigns to Cortland all of its rights, powers, privileges and duties under, and Cortland hereby succeeds to all of CIBC’s rights, powers, privileges and duties in and to any and all security interests and liens of any type created under or pursuant to the Trademark Security Agreement, together with any and all other documents, guarantees and security agreements executed at any time in connection therewith for the benefit of the Administrative Agent, and including, without limitation, all of CIBC’s security interests and liens on the Trademarks (collectively, the “Assigned Security Interest”), in each case without representation, warranty or recourse.

2.2 Recording. This Agreement shall be recorded with the United States Patent and Trademark Office to evidence the Assigned Security Interest.

2.3 Further Assurances. CIBC shall use commercially reasonable efforts to execute and deliver, from time to time, upon the reasonable written request of Cortland, and at the sole expense of

the Borrower, any and all such further instruments and documents and take such further reasonable action as Cortland may reasonably deem necessary to obtain the full benefits of the Assigned Security Interest.

3. Effectiveness of Agreement; Miscellaneous.

3.1 Headings. Section, subsection and other headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

3.2 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

3.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

3.4 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


3.5 Counterparts; Effectiveness. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

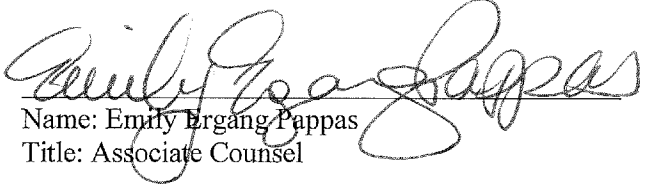
IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the Effective Date.

CANADIAN IMPERIAL BANK OF COMMERCE,
NEW YORK AGENCY

By: _____


Name: E. Lindsay Gordon
Title: Canadian Imperial Bank of Commerce
Executive Director

CORTLAND CAPITAL MARKET SERVICES LLC

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

Schedule 1

I. U.S. REGISTERED TRADEMARKS

Trademark (App. No.)	Country	Reg. Date (App. Date)	Record Owner/Liens	Reg. No.	Status/Comment
Cargo 360 Logo (78/666,729)	United States	05/20/08 (07/08/05)	Cargo 360, Inc.	3432760	

II. U.S. TRADEMARK APPLICATIONS

None.