

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328390

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Transplace Texas, LP		12/12/2014	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	901 Main Street		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202-3714		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86389944	OPTIMIZE PRIME	
<b>Serial Number:</b>	86433111	Y OPTIMIZE PR1ME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172274420		
<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>			
<b>Phone:</b>	617 239 0746		
<b>Email:</b>	jmckenna@edwardswildman.com		
<b>Correspondent Name:</b>	Joanne H. McKenna		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	202164/0044		
<b>NAME OF SUBMITTER:</b>	Joanne H. McKenna		
<b>SIGNATURE:</b>	/Joanne H. McKenna/		
<b>DATE SIGNED:</b>	01/08/2015		
<b>Total Attachments: 5</b>			
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**SECURITY AGREEMENT (TRADEMARKS)**

This SECURITY AGREEMENT (TRADEMARKS) dated as of December 12, 2014 (this "Security Agreement"), is by and between Transplace Texas, LP, a Texas limited partnership (the "Grantor"), and Bank of America, N.A., 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, 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"), Freight Management Solutions, LLC, a Missouri limited liability company ("FMS"), and Logistics Management Solutions, L.L.C., a Missouri limited liability company ("LMS", and collectively with the Grantor, International Holdings, Transplace Stuttgart, Transplace International, Transplace Freight, Celtic 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, L.L.C., a Delaware limited liability company ("Transplace GP"), CI (Transplace) Stuttgart GP, L.L.C., a Delaware limited liability company ("Stuttgart GP"), CI (Transplace) LP, L.L.C., 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"), are parties to that certain Loan and Security Agreement dated as of June 11, 2013 (as amended on October 31, 2014, and as further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Obligors, the lenders from time to time party thereto (the "Lenders"), and the Agent, 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.

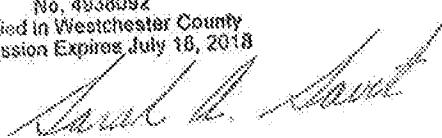
**GRANTOR:**

**TRANSPLACE TEXAS, LP,**  
a Texas limited partnership

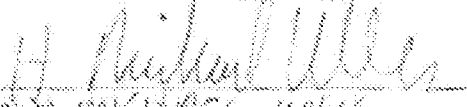
By: CI (Transplace) GP, LLC (as successor in  
interest to Transplace GP LLC),  
its sole general partner

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SARAH A. SAVIT  
Notary Public, State of New York  
No. 4938892  
Qualified in Westchester County  
Commission Expires July 18, 2018



BANK OF AMERICA, N.A., as Agent

By:   
Name: H MICHAEL WHITE  
Title: SENIOR VICE PRESIDENT


65017035

*{Signature Page to Bank of America Trademark Security Agreement}*

**TRADEMARK**  
**REEL: 005436 FRAME: 0833**

SCHEDULE A

Trademark Applications:

Trademark	Application Number	Owner
OPTIMIZE PRIME	86/389,944	Transplace Texas, LP
 OPTIMIZE PRIME	86/433,111	Transplace Texas, LP

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