

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radiant Logistics, Inc.		04/02/2015	CORPORATION: DELAWARE
Radiant Global Logistics, Inc.		04/02/2015	CORPORATION: WASHINGTON
Radiant Transportation Services, Inc.		04/02/2015	CORPORATION: DELAWARE
Radiant Logistics Partners, LLC		04/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Adcom Express, Inc.		04/02/2015	CORPORATION: MINNESOTA
Radiant Customs Services, Inc.		04/02/2015	CORPORATION: WASHINGTON
DBA Distribution Sevices, Inc.		04/02/2015	CORPORATION: NEW JERSEY
International Freight Systems (of Oregon), Inc.		04/02/2015	CORPORATION: OREGON
Radiant Off-Shore Holdings, LLC		04/02/2015	LIMITED LIABILITY COMPANY: WASHINGTON
Green Acquisition Company, Inc.		04/02/2015	CORPORATION: WASHINGTON
On Time Express, Inc.		04/02/2015	CORPORATION: ARIZONA
Clipper Exxpress Company		04/02/2015	CORPORATION: DELAWARE
Bluenose Finance LLC		04/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Wheels MSM US, Inc.		04/02/2015	CORPORATION: DELAWARE
Radiant Trade Services, Inc.		04/02/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	400 4th Street		
City:	Lake Oswego		
State/Country:	OREGON		
Postal Code:	97034		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
TRADEMARK			

CH \$290.00 2479314

Property Type	Number	Word Mark
Registration Number:	2479314	ADCOM WORLDWIDE
Registration Number:	2753253	AIRGROUP
Registration Number:	2158951	AIRGROUP SEAFREIGHT
Registration Number:	2943608	DBA
Registration Number:	3806746	IT'S THE NETWORK THAT DELIVERS
Registration Number:	3357963	RADIANT
Registration Number:	4091761	SHOPROCKET
Registration Number:	0638197	CLIPPER
Registration Number:	0992748	CLIPPER EXXPRESS
Registration Number:	2152466	CLIPPER GROUP
Registration Number:	3956258	THE VALUE LEADER IN TRANSPORTATION

CORRESPONDENCE DATA

Fax Number: 2027393001

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.

Phone: 202-739-3000

Email: jennifer.evans@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 102507-0148

NAME OF SUBMITTER: Jennifer C. Evans

SIGNATURE: /jce/

DATE SIGNED: 06/08/2015

Total Attachments: 12

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of April 2, 2015, is made by Radiant Logistics, Inc., a Delaware corporation, Radiant Global Logistics, Inc., a Washington corporation, Radiant Transportation Services, Inc., a Delaware corporation, Radiant Logistics Partners LLC, a Delaware limited liability company, Adcom Express, Inc., a Minnesota corporation, Radiant Customs Services, Inc., a Washington corporation, DBA Distribution Services, Inc., a New Jersey corporation, International Freight Systems (of Oregon), Inc., an Oregon corporation, Radiant Off-Shore Holdings LLC, a Washington limited liability company, Green Acquisition Company, Inc., a Washington corporation, On Time Express, Inc., an Arizona corporation, Clipper Exxpress Company, a Delaware corporation, Bluenose Finance LLC, a Delaware limited liability company, Wheels MSM US, Inc., a Delaware corporation and Radiant Trade Services, Inc., a Washington corporation (each a “Grantor”, and individually and collectively, jointly and severally, the “Grantors”), in favor of Bank of America, N.A., a national banking association (“Agent”) as agent for the lenders (“Lenders”) party to the Loan Agreement (defined below).

WITNESSETH:

WHEREAS, Bank of America, N.A., as a lender and certain of the Grantors party thereto entered into that certain Trademark Security Agreement dated as of August 9, 2013 (the “Original Trademark Security Agreement”);

WHEREAS, the parties hereto have agreed to amend and restate in their entirety the agreements contained in the Original Trademark Security Agreement as amongst themselves;

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) among, *inter alia*, Grantors, Lenders and Agent, the Lenders are willing to make certain financial accommodations available to Grantors pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, each of the Grantors is required to execute and deliver to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby restates, ratifies and reaffirms the terms and conditions set forth in the Original Trademark Security Agreement as amended and restated hereby, and further agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, assigns and pledges to Agent, on behalf of the Secured Parties, to secure the Obligations, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those referred to on Schedule I hereto (each a “Trademark”);

(b) all licenses of any trademarks (including service marks), trade names, trade dress, and trade styles, whether as licensee or licensor, including those referred to on Schedule I hereto;

(c) all renewals or extensions of the foregoing Trademarks;

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

(e) all income, royalties, payments and proceeds of the foregoing now and hereafter due or payable, including payments under all licenses entered into in connection with the Trademarks; and

(f) the right to sue and recover damages and payments for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any license agreement.

3. LOAN AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, on behalf of the Secured Parties, pursuant to the Loan Agreement. Each Grantor 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTORS REMAIN LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Trademark Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Parties' continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


7. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California, without giving effect to any conflict of law principles (but giving effect to Federal laws relating to national banks).

[SIGNATURE PAGE FOLLOWS]


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.

GRANTORS:


RADIANT LOGISTICS, INC.,
a Delaware corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer


RADIANT GLOBAL LOGISTICS, INC.,
a Washington corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer

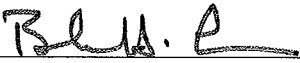
**RADIANT TRANSPORTATION SERVICES,
INC.**,
a Delaware corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer


RADIANT LOGISTICS PARTNERS LLC,
a Delaware limited liability company

By: 
Name: Bohn H. Crain
Title: Manager


ADCOM EXPRESS, INC.,
a Minnesota corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer


RADIANT CUSTOMS SERVICES, INC.,
a Washington corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer


DBA DISTRIBUTION SERVICES, INC.,
a New Jersey corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer


**INTERNATIONAL FREIGHT SYSTEMS (OF
OREGON), INC.,**
an Oregon corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer


RADIANT OFF-SHORE HOLDINGS LLC,
a Washington limited liability company

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer

GREEN ACQUISITION COMPANY, INC.,
a Washington corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer


ON TIME EXPRESS, INC.,
an Arizona corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer


CLIPPER EXXPRESS COMPANY,
a Delaware corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer

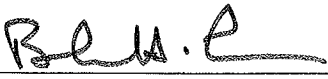
BLUENOSE FINANCE LLC,
a Delaware limited liability company

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer

WHEELS MSM US, INC.,
a Delaware corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer

RADIANT TRADE SERVICES, INC.,
a Washington corporation

By: 
Name: Bohn H. Crain
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

BANK OF AMERICA, N.A.,
a national banking association,
as Agent

By: 

Name: John Mundstock

Title: Senior Vice President

[Signature page to Amended and Restated Trademark Security Agreement]

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TRADEMARK
REEL: 005547 FRAME: 0424

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

REGISTERED TRADEMARKS

Trademarks Owned by the Borrowers

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
ADCOM WORLDWIDE	Adcom Express, Inc.	Registered USA	2479314	08/21/01
ADCOM WORLDWIDE	Adcom Express, Inc.	Registered Canada	TMA682461	2/27/07
ADCOM WORLDWIDE	Radiant Logistics, Inc.	Pending Canada Filed 02/2/15 Application No. 1713571		
ADCOM WORLDWIDE (Class 35)	Radiant Logistics, Inc.	Pending Mexico Filed 02/5/15 Application No. 1574451		
ADCOM WORLDWIDE (Class 39)	Radiant Logistics, Inc.	Pending Mexico Filed 02/5/15 Application No. 1574450		
AIRGROUP	Airgroup Corporation now known as Radiant Global Logistics, Inc.	Registered Canada	616,905	08/18/04
AIRGROUP	Radiant Logistics, Inc.	Registered European Union	3361011	12/17/04
AIRGROUP	Radiant Logistics, Inc.	Registered India	1253122	10/29/05
AIRGROUP	Radiant Logistics, Inc.	Registered Mexico	800297	07/22/03
AIRGROUP	Radiant Logistics, Inc.	Registered USA	2753253	08/19/03

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
AIRGROUP EXPRESS	Airgroup Corporation now known as Radiant Global Logistics, Inc.	Registered Argentina	2.299.455	02/23/96
AIRGROUP EXPRESS	Airgroup Corporation now known as Radiant Global Logistics, Inc.	Registered Israel	98544	02/04/97
AIRGROUP SEAFREIGHT	Airgroup Corporation now known as Radiant Global Logistics, Inc.	Registered USA	2158951	05/19/98
DBA & Design	DBA Distribution Services, Inc.	Registered USA	2943608	04/26/05
IT'S THE NETWORK THAT DELIVERS	Radiant Logistics, Inc.	Registered International Designating: Australia Mexico New Zealand South Korea	1161448 Pending Pending Pending Pending	06/13/13
IT'S THE NETWORK THAT DELIVERS	Radiant Logistics, Inc.	Pending India 11/28/13 Application No. 2634803		
IT'S THE NETWORK THAT DELIVERS	Radiant Logistics, Inc.	Registered USA	3806746	06/22/10
IT'S THE NETWORK THAT DELIVERS	Radiant Logistics, Inc.	Pending Taiwan 09/01/14 Application No. 103050560		
Miscellaneous Design (Bird Logo)	Airgroup Corporation now known as Radiant Global	Registered Canada	617,402	08/24/04

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
	Logistics, Inc.			
Miscellaneous Design (Bird Logo)	Radiant Logistics, Inc.	Registered India	1253121	12/14/07
RADIANT (Class 35)	Radiant Logistics, Inc.	Pending Brazil Filed 06/26/2013		
RADIANT (Class 39)	Radiant Logistics, Inc.	Pending Brazil Filed 06/26/2013		
RADIANT	Radiant Logistics, Inc.	Pending Canada Filed 06/20/14 Application No. 1682264		
RADIANT	Radiant Logistics, Inc.	Registered Hong Kong	302645712	06/26/14
RADIANT GLOBAL LOGISTICS IT'S THE NETWORK THAT DELIVERS & Design	Radiant Logistics, Inc.	Pending Hong Kong Filed 10/13/14 Application No. 303163851		
TRANS-NET INTERNATIONAL LOGISTICS	Radiant Logistics, Inc.	Pending USA Application 86377672* Taiwan * Pending Application No. 103050559 filed 9/1/14 Registered* International Designating: China * Japan * Russian Fed. * South Korea *	1230325	9/23/14

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
RADIANT	Radiant Logistics, Inc.	Registered International Designating: Australia China Mexico Australia European Union Japan New Zealand Philippines Russian Fed. Singapore South Korea Vietnam	1161447 Pending 1161447 1161447 Pending Pending Pending 1006333 Pending Pending Pending Pending Pending	06/13/13 03/24/14 03/10/14 03/03/15
RADIANT	Radiant Logistics, Inc.	Pending India Filed 11/28/13 Application No. 2634804		
RADIANT (Class 35)	Radiant Logistics, Inc.	Pending Malaysia Filed 10/15/14 Application No. 2014065601		
RADIANT (Class 39)	Radiant Logistics, Inc.	Pending Malaysia Filed 10/15/14 Application No. 2014065602		
RADIANT	Radiant Logistics, Inc.	Pending Taiwan Filed 09/01/15 Application No. 103050561		
RADIANT	Radiant Logistics, Inc.	Registered USA	3357963	12/18/07
SHOPROCKET	Radiant Logistics, Inc.	Registered USA	4091761	01/24/12
Clipper (stylized)	Radiant Logistics, Inc.	Registered USA	638,197	12/4/56

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
CLIPPER				
Clipper Exxpress	Clipper Exxpress Company	Registered USA	992,748	9/3/74
Clipper Group	Clipper Exxpress Company	Registered USA	2,152,466	4/21/98
THE VALUE LEADER IN TRANSPORTATION	Wheels MSM US, Inc.	Registered USA	3956258	5/3/2011

* to be abandoned