

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356839

<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>
UNISHIPPERS GLOBAL LOGISTICS, LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, AS AGENT		
<b>Street Address:</b>	500 WEST MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4165980	EXPRESS MANAGER	
<b>Registration Number:</b>	4204351	FREIGHT MANAGER	
<b>Registration Number:</b>	3767815	UNISHIPPERS FREIGHT	
<b>Registration Number:</b>	3877194	UNISHIPPERS LOGISTICS	
<b>Registration Number:</b>	3767816	UNISHIPPERS EXPRESS	
<b>Registration Number:</b>	2989959	THE SHIPPING COMPANY THAT WORKS FOR YOU.	
<b>Registration Number:</b>	2933583	THE SHIPPING COMPANY THAT WORKS FOR YOU	
<b>Registration Number:</b>	3007616	U	
<b>Registration Number:</b>	3009096	UNISHIPPERS	
<b>Registration Number:</b>	2230151	UNISHIPPERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	312.577.8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN MUCHIN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		

CH \$265.00 4165980

<b>ATTORNEY DOCKET NUMBER:</b>	387132-124
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/
<b>DATE SIGNED:</b>	09/30/2015

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 30, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of September 30, 2015 in favor of the Agent (as amended, restated, supplemented and/or modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains 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 their Trademarks and IP Licenses subject to a security interest hereunder.

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.

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 New York.

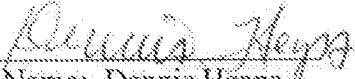
[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

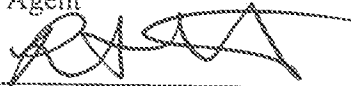
UNISHIPPERS GLOBAL LOGISTICS,  
LLC

as Grantor

By:   
Name: Dennis Heaps  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP  
as Agent

By:   
Name: Robert Martin  
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005634 FRAME: 0099**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
EXPRESS MANAGER	85207659	12/29/10	4165980	6/26/12
FREIGHT MANAGER	85207661	12/29/10	4204351	9/11/12
UNISHIPPERS FREIGHT	77035873	11/3/06	3767815	3/30/10
UNISHIPPERS LOGISTICS	77035880	11/3/06	3877194	11/16/10
UNISHIPPERS EXPRESS	77035874	11/3/06	3767816	3/30/10
THE SHIPPING COMPANY THAT WORKS FOR YOU.	76402496	5/1/02	2989959	8/30/05
THE SHIPPING COMPANY THAT WORKS FOR YOU.	76401691	8/26/02	2933583	3/15/05
U	76401688	4/26/02	3007616	10/18/05
UNISHIPPERS	76401692	4/26/02	3009096	10/25/05
UNISHIPPERS	75332857	7/30/97	2230151	3/9/99

TRADEMARK APPLICATIONS

None

IP LICENSES

None