

04-12-1999

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To the Honorable Commissioner of

101006050

attached original documents or copy thereof.

1. Name of conveying party(ies):

The Bekins Company

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: ING (U.S.) Capital, LLC

Internal Address: Attn: M. Adler, Managing Director

Street Address: 333 S. Grand Ave., Ste 4200

City: Los Angeles State: CA ZIP: 90071

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 25, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

none

B. Trademark registration No.(s)

see attached Schedule 1

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sheppard, Mullin, Richter & Hampton LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41):..... \$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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01 FC:481
02 FC:482

40.00 OP
200.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven Miller, Esq.
Name of Person Signing

Signature

4/7/99
Date

Total number of pages comprising cover sheet: 26

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 1881 FRAME: 0188

SCHEDULE 1**Trademark List****United States**

Trademark	Reg. Number	Jurisdiction	Type	Class	Expiration
BEKINS (stylized)	618,004	USA	Service Mark	39	12/20/05
CLIMATE-RITE	1,949,943	USA	Service Mark	39	1/23/06
BEKINS moving and storage	29,838	CA	Service Mark	101	7/20/07
BEKINS SELF-STORE	3,792	CA	Service Mark	101	9/10/05
	1,101,744	USA	Service Mark	39	9/5/98
Vanliners (stylized)	611,226	USA	Service Mark	105	8/23/05
BEKINS	659,670	USA	Trade Mark	2	3/25/08
THE NO EXCUSE MOVE	1,200,685	USA	Service Mark	39	7/4/02
SETTLE-IN SERVICES (design)	1,352,121	USA	Service Mark	39	7/30/05
LOKBOK	1,341,785	USA	Service Mark	39	6/11/05
TIMELOK	1,281,891	USA	Service Mark	39	6/12/04

Canada

G (stylized)	866,512	Canada	Trade Mark		
GeoLogistics	Application no. 0866513, pending registration	Canada	Trade Mark		

TRADEMARK SECURITY INTEREST ASSIGNMENT

This TRADEMARK SECURITY INTEREST ASSIGNMENT dated as of February 25, 1999, is made by GeoLogistics Corporation, a Delaware corporation (the "Company"), and each of the Persons listed on the signature pages hereto, together with each other Person who may become a party hereto pursuant to Section 11 of this Agreement (each a "Grantor" and collectively "Grantors"), jointly and severally in favor of ING (U.S.) Capital, LLC (formerly known as ING (U.S.) Capital Corporation), as the Administrative Agent under the Amended and Restated Loan Agreement referred to below (in such capacity, the "Administrative Agent"), and in favor of each of the Lenders therein named, collectively as Secured Party (as defined below), with reference to the following facts:

RECITALS

A. Pursuant to an Amended and Restated Loan Agreement dated as of October 28, 1997 among GeoLogistics Corporation, a Delaware corporation (acting under its former name, "International Logistics Limited"), GeoLogistics Services, Inc., a Delaware corporation (acting under its former name, "Matrix International Logistics, Inc."), GeoLogistics Americas, Inc., a Delaware corporation (acting under its former name, "LEP Profit International, Inc."), The Bekins Company, a Delaware corporation, ILLCAN, Inc., a Delaware corporation, and ILLSCOT, Inc., a Delaware corporation, GeoLogistics Limited, a company organized under the Laws of England (acting under its former name, "LEP International Limited") (collectively, the "Borrowers"), the Lenders named therein (each a "Lender" and collectively, the "Lenders") and ING (U.S.) Capital Corporation, as Administrative Agent, and ING Lender, N.V. (London, England Branch), as facilitator of the UK Commitment (and not as a "Lender"), the Lenders have extended certain credit facilities to the Borrowers. Such Amended and Restated Loan Agreement, as at any time amended, including, without limitation by an Amendment No. 1 ("Amendment No. 1") dated as of December 12, 1997, an Amendment No. 2 dated as of July 10, 1998, and an Amendment No. 3 ("Amendment No. 3") dated as of even date herewith, is hereinafter referred to as the "Loan Agreement".

B. Pursuant to the terms of Amendment No. 1, Bekins Van Lines Company, a Delaware corporation, was joined as a Borrower under the Loan Agreement.

C. Pursuant to the terms of Amendment No. 3, Bekins Van Lines, LLC, a Delaware limited liability company and GeoLogistics Network Solutions, Inc., a Delaware corporation, will become Borrowers under the Loan Agreement.

D. The Company, the Domestic Borrowers and the Active Subsidiaries of the Borrower, whether as an original Guarantor or through an Instrument of Joinder (each an "Instrument of Joinder"), have entered into, or, as of the date hereof, will join in, a Guaranty.

E. The Borrowers now desire that the Administrative Agent execute and deliver, and the Lenders consent to, Amendment No. 3 for the purpose of, among other things, restructuring the aforementioned credit facilities and amending certain covenants and other terms set forth in the Loan Agreement.

F. It is a condition to the Administrative Agent's execution and delivery of, and the Lenders consenting to, Amendment No. 3, that Grantor shall enter into this Assignment and shall grant security interests to Secured Party as herein provided.

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to Borrowers, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors hereby jointly and severally represent, warrant, covenant and agree as follows:

1. Definitions. This Assignment shall become, by this reference, one of the Loan Documents referred to in the Loan Agreement. Terms defined in the Loan Agreement and not otherwise defined in this Assignment shall have the meanings defined for those terms in the Loan Agreement. As used in this Assignment, the following terms shall have the meanings respectively set forth after each:

"Assignment" means this Trademark Security Interest Assignment, and any extensions, modifications, renewals, restatements, supplements or amendments

hereof, including, without limitation, any documents or agreements by which additional Grantors become party hereto.

"Collateral" means and includes all of the following: (a) all of Grantors' right, title, and interest in and to all of Grantors' trademarks, trade names, trade styles, and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof (collectively, the "Trademarks"), including those trademarks, terms, designs, and registrations described in Schedule 1 hereto; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including any claims by Grantors against third parties for past, present and future infringement of the Trademarks or any licenses with respect thereto; provided, however, that any Prospective Trademark Rights shall be excluded from the "Collateral" for purposes hereof (and shall not be subject to the provisions of this Assignment), until and unless added hereto as contemplated by Section 4(e) hereof.

"Prospective Trademark Rights" means any applications for registration, intent-to-use registrations, and other prospective rights in future Trademarks of Grantors which do not presently constitute Trademarks.

"Secured Obligations" means, with respect to each Grantor, any and all present and future Obligations of any type or nature of such Grantor to Secured Party arising under or relating to the Loan Documents to which such Grantor is a party, or any one or more of them, whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including Obligations of performance as well as Obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against any one or more of the Grantors. The obligations of any Grantor under a Guaranty or any Instrument of Joinder executed and delivered by such Grantor pursuant to which it has joined a Guaranty shall constitute "Secured Obligations" of each such Grantor.

"Secured Party" means the Administrative Agent who shall receive and hold the assignments made hereunder for the ratable benefit of each of the Lenders which are parties to the Loan Agreement from time to time. Subject to the terms and

conditions of the Loan Agreement, any right, remedy, privilege, or power of Secured Party shall be exercised by the Administrative Agent.

2. Incorporation of Representations, Warranties, Covenants and Other Provisions of Loan Documents. All representations, warranties, affirmative and negative covenants and other provisions contained in any Loan Document that are applicable to Loan Documents generally are fully applicable to this Assignment and are incorporated herein by this reference as though fully set forth in full.

3. Assignment. For valuable consideration, Grantors and each of them hereby jointly and severally grant, assign, and convey to Secured Party, a security interest to secure the prompt and indefeasible payment and performance of the Secured Obligations, and each of them, in and to all of the presently existing and hereafter acquired Collateral. This Assignment is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them and notwithstanding the Bankruptcy of any Grantor or any other Person or any other event or proceeding affecting any Person. The assignments, grants and conveyances set forth in this Assignment are in the nature of an assignment for security interest purposes only and are not intended as an absolute sale of the Collateral.

4. Representations, Warranties and Covenants. Guarantors, and each of them, represent, warrant and agree that:

(a) All of the existing Collateral is valid and subsisting in full force and effect, and Grantors own the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Grantors will, at their expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting, and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any Liens, claims, mortgages, assignments or licenses of any nature whatsoever, whether recorded or unrecorded, except as permitted by the Loan Agreement.

(b) As of the date hereof, none of Grantors or their Subsidiaries has any Trademarks registered, with the USPTO, or any similar office or agency in the United States, or any other country other than those described in Schedule 1.

(c) Grantors shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or nonexclusive license or sublicense relating thereto, except as permitted herein or in the Loan Agreement, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party. Nothing in this Assignment shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Each Grantor authorizes Secured Party to modify this Assignment by amending Schedule 1 to include any new trademark or service mark, and any trademark or service mark renewal of any Grantor applied for and obtained hereafter; and each Grantor shall, upon request of Secured Party from time to time execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the assignment of a security interest in each such Trademark.

(e) No Grantor nor any Subsidiary of any Grantor has abandoned any of the Trademarks, and no Grantor nor any Subsidiary of any Grantor will do any act, or omit to do any act, whereby any material Trademark may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Each Grantor shall notify Secured Party promptly if it knows, or has reason to know, of any reason why any registration, or recording may become abandoned, canceled, invalidated, or unenforceable.

(f) Grantors will render any assistance, as Secured Party may reasonably determine is necessary, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, or any State therein, or any other country, to maintain and protect Secured Party's security interest in the Trademarks.

(g) Grantors retain all responsibility and liability arising from the use of the Trademarks, and each Grantor hereby indemnifies and holds the Administrative Agent and each of the Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by any Grantor (or any Affiliate or Subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by any Grantor or any Affiliate or Subsidiary thereof.

(h) In any action or proceeding instituted by Secured Party in connection with any matters arising at any time out of, or with respect to, this Assignment, Grantors will not interpose any counterclaim of any nature.

(i) The execution, delivery and performance of this Assignment is within the power of Grantors and have been duly authorized by all necessary corporate action and to the best of each Grantor's knowledge do not contravene any Law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which any Grantor is a party or by which any of its property is bound.

(j) Each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests provided for in this Assignment under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other Law of the United States, the State of New York, or of any countries or other States as Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to Secured Party its rights hereunder or its security interest in any of the Collateral, and each Grantor hereby irrevocably authorizes Secured Party or its designee, at such Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as Secured Party may reasonably deem appropriate. In the event that any recording or refile (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest, Grantors shall, at their sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Secured Party. Each Grantor further authorizes Secured Party to have this or any other security agreement recorded or filed with the USPTO or other appropriate federal, state or government office.

(k) Secured Party is hereby irrevocably appointed by each Grantor as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of any or all Grantors, such financing statements, collateral assignments, pledges and other documents and agreements, and to take such other action as Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests

granted herein and effected hereby, and any mortgages or Liens necessary or desirable to implement or effectuate the same, under any applicable Law, and Secured Party is hereby authorized to file on behalf of and in the name of any or all Grantors, at Grantors' sole expense, such financing statements, assignments, pledges and other documents in any appropriate governmental office.

(l) Secured Party may, in its sole discretion, pay any amount, or do any act which Grantors fail to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees. Grantors will be liable to Secured Party for any such payment, which payment shall be deemed an advance by the Lenders to Grantors, shall be payable on demand, together with interest at the rate(s) set forth in the Loan Agreement, and shall be part of the Secured Obligations.

5. Inspection. Each Grantor hereby grants to Secured Party and its representatives the right to inspect such Grantor's properties wherein the Trademarks are used and the products and records relating thereto.

6. Rights and Remedies. Upon the occurrence and during the continuance of any Event of Default under the Loan Agreement, in addition to all other rights and remedies of Secured Party, whether provided under Law, the Loan Agreement or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, any Grantor, except as such notice or consent is expressly provided for hereunder.

(a) Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantors or any Subsidiary of any Grantor.

(b) Secured Party may enforce its security interest in the Collateral, or any part thereof, either with or without special conditions or stipulations and take all actions permitted by law in connection with such enforcement, except that Secured Party agrees to provide Grantors with five (5) days' prior written notice of any proposed disposition of the Collateral. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to the Company, on behalf of all Grantors.

Each Grantor hereby irrevocably appoints the Company as its agent for the purpose of receiving notice of sale hereunder, and agrees that such Grantor conclusively shall be deemed to have received notice of sale when notice of sale has been given to the Company. Each Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided in this Section 6(b). Secured Party shall have the power to buy the Collateral, or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper in connection with the Collateral. In any such event, Grantors shall be liable for any deficiency.

(c) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 6(b) hereof, Secured Party may execute and deliver, on behalf of Grantors, and each of them, pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantors agree to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, including, but not limited to any taxes, fees, and reasonable attorneys' fees.

(d) Secured Party may first apply the proceeds actually received from any such use, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as provided in the Loan Agreement. Grantors shall remain liable to Secured Party for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and Grantors will pay Secured Party, on demand, any such unpaid amount, together with interest at the rate(s) set forth in the Loan Agreement.

(e) In connection with any use, assignment, sale, or other disposition of the Collateral, Grantors shall supply to Secured Party, or Secured Party's designee, Grantors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantors' customer lists and other records relating to the Trademarks and the distribution hereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under Law, the Loan Agreement, this Assignment, or otherwise shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Loan Documents, at law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

7. Waivers.

(a) Each Grantor hereby waives any and all rights that it may have to a judicial hearing, if any, in advance of the enforcement of any of Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Collateral and exercise its rights with respect thereto.

(b) Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Assignment and the Collateral subject to a security interest hereunder), or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order. Each Grantor hereby agrees that it will not invoke any Law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Assignment or any other instrument evidencing any of the Secured Obligations or by which any of such Secured Obligations is secured or guaranteed, and each Grantor hereby irrevocably waives the benefits of all such Laws.

(c) Except for notices specifically provided for herein, each Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Assignment, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to Secured Obligations and any collateral therefor, each Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, of any Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto except as otherwise required by Law. Secured Party may exercise its rights with respect to the Collateral

without resorting or regard to other collateral or sources of reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Loan Agreement or the Collateral unless such waiver be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party under the Loan Agreement or on the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

8. Costs and Expenses.

(a) Grantors will pay any and all charges, costs and taxes incurred in implementing or subsequently amending this Assignment, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of Secured Party's counsel incurred by Secured Party, and the allocated cost of in-house counsel to Secured Party, in connection with this Assignment, and in the enforcement of this Assignment and in the enforcement or foreclosure of any Liens, security interests or other rights of the Secured Party under this Assignment, or under any other documentation heretofore, now, or hereafter given to Secured Party in furtherance of the transactions contemplated hereby.

(b) Grantors agree to reimburse Secured Party for and indemnify it against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Assignment, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements, and the allocated cost of in-house counsel to the Secured Party, except losses, expenses and liabilities arising out of Secured Party's own gross negligence or willful misconduct.

9. Miscellaneous.

(a) Grantors and Secured Party may from time to time agree in writing to the release of certain of the Collateral from the security interest created hereby.

(b) This Assignment and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the Laws of the United States, and, to the extent that the Laws of the United States are not applicable, by the Laws of the State of New York applicable to contracts executed and performed in the State of New York.

(c) Any notice, request, demand or other communication required or permitted under this Assignment shall be in writing and shall be deemed to be properly given if done in accordance with the terms of the Loan Agreement or the Guaranties, as the case may be.

(d) Except as otherwise set forth in the Loan Agreement, the provisions of this Assignment may not be modified, amended, restated or supplemented, whether or not the modification, amendment, restatement or supplement is supported by new consideration, except by a written instrument duly executed and delivered by Secured Party and Grantors.

(e) Except as otherwise set forth in the Loan Agreement or this Assignment, any waiver of the terms and conditions of this Assignment, or any Event of Default and its consequences hereunder or thereunder, and any consent or approval required or permitted by this Assignment to be given, may be made or given with, but only with, the written consent of Secured Party on such terms and conditions as specified in the written instrument granting such waiver, consent or approval.

(f) Any failure or delay by Secured Party to require strict performance by Grantors of any of the provisions, warranties, terms, and conditions contained herein, or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein, or in any other agreement, document, or instrument, shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Grantors, specifying such waiver.

(g) If any term or provision of this Assignment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

(h) If any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Assignment.

(i) This Assignment shall be binding upon, and for the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

(j) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

10. Continuing Effect. This Assignment shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets.

11. Additional Grantors. From time to time following the date hereof, additional Domestic Borrowers and/or Active Subsidiaries of the Company may become parties hereto, as additional Grantors, by executing and delivering to Secured Party a Joinder Agreement substantially in the form of Exhibit A to this Assignment, accompanied by such documentation as Secured Party may require in connection therewith, wherein such additional Grantors agree to become a party hereto and to be bound hereby. Upon delivery of such Joinder Agreement to and acceptance thereof by Secured Party, notice of which acceptance is hereby waived by Grantors, each such additional Grantor shall be as fully a party hereto as if such Grantor were an original signatory hereof. Each Grantor expressly agrees that its Secured Obligations and the Liens upon its Property granted herein shall not be affected or diminished by the addition or release of additional Grantors hereunder, nor by any election of Secured Party not to cause any Subsidiary of Parent to become an additional Grantor hereunder. This Assignment shall be fully effective as to any Grantor who is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

12. Release of Grantors. This Assignment and all Secured Obligations of Grantors hereunder shall be released when all Secured Obligations have

been paid in full in cash or otherwise performed in full and when no portion of the Commitments remain outstanding. Upon such release of Grantors' Secured Obligations hereunder, Secured Party shall return any Collateral to Grantors, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantors, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Assignment, all as reasonably requested by, and at the sole expense of, Grantors.

13. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as Administrative Agent under the Loan Agreement and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any Property (including, without limitation, any Collateral assigned hereunder), title, right or power deemed necessary for the purposes of such appointment.

14. Suretyship Provisions. Exhibit H to the Loan Agreement is hereby incorporated by this reference as if set forth in full in this Agreement. The terms "Borrower" and "Borrowers" in Exhibit H as incorporated herein are replaced with the terms "Grantor" and "Grantors" where appropriate and the term "Administrative Agent" is replaced with the term "Secured Party" where appropriate.

15. WAIVER OF JURY TRIAL. EACH GRANTOR AND SECURED PARTY EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS ASSIGNMENT, THE LOAN AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH GRANTOR AND SECURED PARTY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO

CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS ASSIGNMENT, THE LOAN AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS ASSIGNMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

16. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each Grantor has executed this Assignment by its duly authorized officer as of the date first written above.

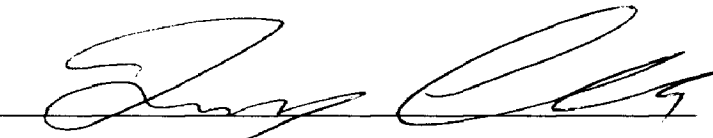
"Grantors"

GEOLOGISTICS CORPORATION, a Delaware corporation

By: 

Its: Treasurer

GEOLOGISTICS SERVICES, INC., a Delaware corporation (f/k/a Matrix International Logistics, Inc.)

By: 

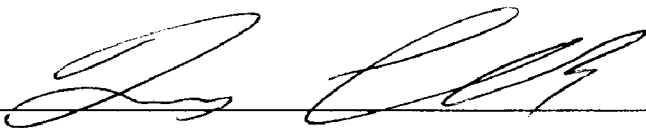
Its: Asst. Treasurer

ILLCAN, INC., a Delaware corporation

By: 

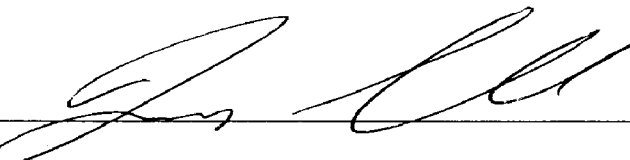
Its: Asst. Treasurer

ILLSCOT, INC., a Delaware corporation

By: 

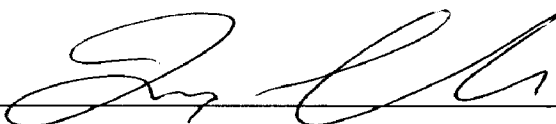
Its: Asst. Treasurer

GEOLOGISTICS AMERICAS, INC., a Delaware corporation (f/k/a/ LEP Profit International, Inc.)

By: 

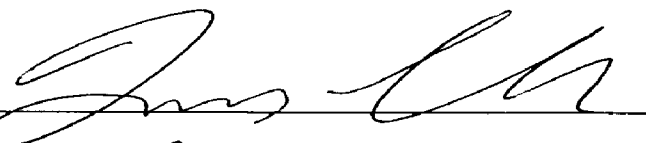
Its: Asst. Treasurer

THE BEKINS COMPANY, a Delaware corporation

By: 

Its: Asst. Treasurer

GEOLOGISTICS AIR SERVICES, INC., a Delaware corporation

By: 

Its: Asst. Treasurer

LIW HOLDINGS, CORP., a Delaware corporation

By: [Signature]
Its: Asst. Treasurer

BEKINS VAN LINES CO., a Nebraska corporation

By: [Signature]
Its: Asst. Treasurer

BEKINS VAN LINES, LLC, a Delaware limited liability company

By: [Signature]
Its: Asst. Treasurer

GEOLOGISTICS NETWORK SOLUTIONS, INC., a Delaware corporation

By: [Signature]
Its: Asst. Treasurer

LEP FAIRS, INC., a Georgia corporation

By: [Signature]
Its: Asst. Treasurer

AIR FREIGHT CONSOLIDATORS, INTERNATIONAL, INC., a New York corporation

By: [Signature]

Its: Asst. Treasurer

GEOLOGISTICS, CO., a Nova Scotia unlimited liability company

By: [Signature]

Its: Asst. Treasurer

LA MATRIX, INC., a Delaware corporation

By: [Signature]

Its: Asst. Treasurer

MATRIX CT, INC., a Delaware corporation

By: [Signature]

Its: Asst. Treasurer

BAY AREA MATRIX, INC., a Delaware corporation

By: [Signature]

Its: Asst. Treasurer

By: 

Its: Asst. Treasurer

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Secured Party"

ING (U.S.) CAPITAL, LLC,
as Administrative Agent for the Lenders

By: _____

Title: _____


By: _____

Its: _____

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Secured Party"

ING (U.S.) CAPITAL, LLC,
as Administrative Agent for the Lenders

By: 

Title: Managing Director

SCHEDULE 1

Existing and Pending Trademarks

<u>Mark</u>	<u>Class</u>	<u>Registration Number</u>	<u>Registration Date</u>
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[See following page]

Trademark List

United States

Trademark	Reg. Number	Jurisdiction	Type	Class	Expiration
BEKINS (stylized)	618,004	USA	Service Mark	39	12/20/05
CLIMATE-RITE	1,949,943	USA	Service Mark	39	1/23/06
BEKINS moving and storage	29,838	CA	Service Mark	101	7/20/07
BEKINS SELF-STORE	3,792 1,101,744	CA USA	Service Mark Service Mark	101 39	9/10/05 9/5/98
Vanliners (stylized)	611,226	USA	Service Mark	105	8/23/05
BEKINS	659,670	USA	Trade Mark	2	3/25/08
THE NO EXCUSE MOVE	1,200,685	USA	Service Mark	39	7/4/02
SETTLE-IN SERVICES (design)	1,352,121	USA	Service Mark	39	7/30/05
LOKBOK	1,341,785	USA	Service Mark	39	6/11/05
TIMELOK	1,281,891	USA	Service Mark	39	6/12/04

Canada

G (stylized)	866,512	Canada	Trade Mark		
GeoLogistics	Application no. 0866513, pending registration	Canada	Trade Mark		

EXHIBIT A
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT

INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of
_____, 19___, by

_____, a _____
("Joining Party"), and delivered to ING (U.S.) Capital, LLC, as Administrative Agent, pursuant to the Trademark Security Interest Assignment dated as of February 25, 1999 made by GeoLogistics Corporation, a Delaware corporation (the "Company"), and each of the Persons listed on the signature pages thereto (collectively, the "Grantors"), in favor of the Administrative Agent and the Lenders (the "Trademark Assignment"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Trademark Assignment.

RECITALS

(a) The Trademark Assignment was made by the Grantors in favor of the Administrative Agent for the benefit of the Lenders that are parties to that certain Amended and Restated Loan Agreement (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") dated as of October 28, 1997, by and among GeoLogistics Corporation, a Delaware corporation (acting under its former name, "International Logistics Limited"), GeoLogistics Services, Inc., a Delaware corporation (acting under its former name, "Matrix International Logistics, Inc., a Delaware corporation"), GeoLogistics Americas, Inc., a Delaware corporation (acting under its former name, "LEP Profit International, Inc."), The Bekins Company, a Delaware corporation, ILLCAN, Inc., a Delaware corporation, and ILLSCOT, Inc., a Delaware corporation, GeoLogistics Limited, a company organized under the Laws of England (acting under its former name, "LEP International Limited") (collectively, the "Borrowers"), the Lenders named therein (each a "Lender" and collectively, the "Lenders") and ING (U.S.) Capital Corporation (now known as ING (U.S.) Capital, LLC), as Administrative Agent, and ING Bank, N.V. (London, England Branch), as facilitator of the UK Commitment (and not as a "Lender").

(b) Joining Party is [a Domestic Borrower] [Active Subsidiary of the Company], and as such is required pursuant to Section 6.11 of the Loan

Agreement to become a Grantor under the terms and conditions of the Trademark Assignment.

(c) Joining Party expects to realize direct and indirect benefits as a result of the availability to Borrower of the credit facilities under the Loan Agreement.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 11 of the Trademark Assignment. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Trademark Assignment with

respect to all Secured Obligations hereunder, and will bound by all terms, conditions, and duties applicable to a Grantor under the Trademark Assignment.

(2) The effective date of this Joinder is _____, 199__.

"Joining Party"

a _____

By: _____

Title: _____

ACKNOWLEDGED:

ING (U.S.) CAPITAL, LLC
as Administrative Agent

By: _____

Title: _____