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Tab settings

To the Honorable Commissioner of Patents and Trademarks J original documents or copy thereof.

1. Name of conveying party(ies): Alternative Distribution Systems, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State DE, Other, Additional name(s) of conveying party(ies) attached?

3. Nature of conveyance:

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

September 8, 1999

Execution Date:

2. Name and address of receiving party(ies)

Name: First Source Financial LLP, Internal Address: c/o First Source Financial, Inc., Street Address: 2850 West Golf Road, Fifth Floor, City: Rolling Meadows State: IL Zip: 60008

- Individual(s) citizenship, Association, General Partnership, Limited Partnership IL, Corporation State, Other Illinois registered limited liability company

If assignee is not domiciled in the United States, a designation is attached: Yes No (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark

A. Trademark Application No.(s) 75/438,542

B. Trademark Registration NONE

Additional numbers attached? No

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

Name: BEYER INC., Internal Address: FEDERAL RESEARCH CORP., 400 SEVENTH STREET NW, Street Address: WASHINGTON DC 20004, City: Stat ZIP

6. Total number of applications and registrations 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

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

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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.

Rebecca L. Foley Name of Person

Signature

9/08/99

Date

Total number of pages including cover sheet, attachments, and 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK), dated as of September 8, 1999 (this "Agreement"), by and between **ALTERNATIVE DISTRIBUTION SYSTEMS, INC.**, a Delaware corporation ("Obligor"), and **FIRST SOURCE FINANCIAL LLP**, an Illinois registered limited liability partnership (in its individual capacity, together with its successors and assigns, "FSFP"), acting in its capacity as contractual representative (in such capacity, together with its successors in such capacity, the "**Documentation Agent**") for the benefit of all "**Lender Parties**" (as such term is defined in the Secured Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to an Amended and Restated Secured Credit Agreement dated as of September 8, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "**Secured Credit Agreement**"), among Area Transportation Company, an Illinois corporation, Roll & Hold Warehousing & Distribution Corp. an Illinois corporation, ServiceCraft Corporation, a California corporation, ServiceCraft Distribution Systems, Inc., a California corporation, Western Intermodal Services, Ltd., an Illinois corporation (collectively, "**Borrowers**"), May Logistics Services, Inc., a California corporation ("**MLS**"), in its capacity as contractual borrowing representative and funds administrator for the Borrowers, Documentation Agent, Société Générale, a banking corporation organized under the laws of France (in its individual capacity, together with its successors and assigns, "**SocGen**") acting in its capacity as contractual representative (in such capacity, together with its successors in such capacity, the "**Administrative Agent**") for the benefit of all Lender Parties, LaSalle Bank National Association, a national banking association (in its individual capacity, together with its successors and assigns, "**LaSalle**") as co-agent thereunder ("**Co-Agent**"; together with Administrative Agent and Documentation Agent, collectively, the "**Agents**") for the benefit of all Lender Parties, SocGen, acting in its capacity as issuing bank (in such capacity, together with its successors in such capacity, "**Issuing Bank**") and FSFP, LaSalle, Soc Gen and certain other financial institutions from time to time parties thereto as lenders (individually a "**Lender**" and collectively, the "**Lenders**"; together with Agents and Issuing Bank, individually a "**Lender Party**" and collectively the "**Lender Parties**"), Lenders and Issuing Bank have extended Commitments to make Loans and other extensions of credit to the respective Borrowers;

WHEREAS, in connection with the Secured Credit Agreement, Borrowers, Obligor, Freight Connections International, Ltd., Independent Contractor Services, Inc., MLS and ServiceCraft, LLC have executed and delivered to Documentation Agent an Amended and Restated Security Agreement, dated as of September 8, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, as a condition precedent to the making of further Loans and other extensions of credit under the Secured Credit Agreement, Obligor is required to execute and deliver this

Agreement and to grant to Documentation Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders and Issuing Bank to make Loans and other extensions of credit pursuant to the Secured Credit Agreement, Obligor agrees, for the benefit of all Lender Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of the Liabilities, Obligor does hereby mortgage, pledge and grant to Documentation Agent for the benefit of all Lender Parties a continuing security interest in, all of the following property (the "**Trademark Collateral**"), whether now or hereafter owned, acquired, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this **clause (a)** being called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in **Item A of Attachment 1** hereto;

(b) all Trademark licenses, including each Trademark license referred to in **Item B of Attachment 1** hereto;

(c) all reissues, extensions or renewals of any of the items described in **clauses (a) and (b)**;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in **clauses (a) and (b)**; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Obligor against third parties for past, present or future infringement or dilution

of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Item A** and **Item B** of **Attachment 1** hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Obligor for the purpose of registering the security interest of Documentation Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Documentation Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Documentation Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon indefeasible payment in full in cash and performance of all Liabilities and the termination of all Commitments, Documentation Agent shall, at Obligor's expense, execute and deliver to Obligor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of Documentation Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Document, etc. This Agreement is a Related Credit Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

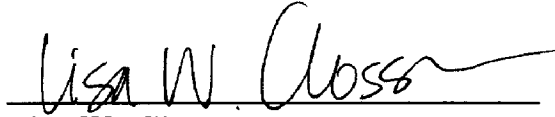
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Address:
935 W. 175th Street
Homewood, Illinois 60430-2028
Attention: Stephen ~~Vote~~ Vogt
Telephone: 708/799-4990
Facsimile: ~~708/799-5935~~
312/876-3854

With a copy to:
Code Hennessy & Simmons
10 South Wacker Drive
Suite 3175
Chicago, IL 60606
Attention: Andrew W. Code
Telephone: 312/876-8679
Facsimile: 312/846-3854

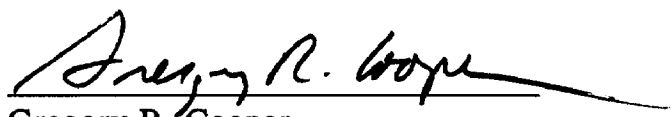
Address:
c/o First Source Financial, Inc.
2850 West Golf Road
5th Floor
Rolling Meadows, Illinois 60008
Telephone: (847) 734-2000
Facsimile: (847) 734-7910

**ALTERNATIVE DISTRIBUTION SYSTEMS,
INC.,** a Delaware corporation

By: 
Lisa W. Closson
Vice President

FIRST SOURCE FINANCIAL LLP, an
Illinois registered limited liability partnership,
as Documentation Agent

By: First Source Financial, Inc., a Delaware
corporation, its Agent/Manager

By: 
Gregory R. Cooper
Senior Vice President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, PEGGY E. SAMSON, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Lisa W. Closson personally known to me to be a Vice President of ALTERNATIVE DISTRIBUTION SYSTEMS, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as Vice President of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of September, 1999.

Peggy E. Samson
Notary Public

My Commission Expires:

7/29/02

OFFICIAL SEAL
PEGGY E SAMSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 29, 2002

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

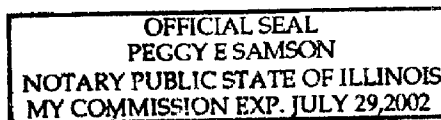
I, PEGGY E. SAMSON, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Gregory R. Cooper, personally known to me to be a Senior Vice President of FIRST SOURCE FINANCIAL, INC., a Delaware corporation, the Agent/Manager of First Source Financial LLP, an Illinois registered limited liability partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of September, 1999.

Peggy E. Samson
Notary Public

My Commission Expires:

7/29/08



Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	PAC WEST	75/438,542	2/23/98

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Effective Licensee</u>	<u>Expiration Date</u>	<u>Date</u>
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