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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Allied Holdings, Inc.  
160 Clairmont Drive  
Atlanta, Georgia

A Delaware corporation

2. Name and address of receiving party:

BankBoston, N.A., as Agent  
100 Federal Street  
Boston, MA 02110

A national banking association

3. Nature of conveyance: Confirmation of Trademark Agreements

Execution date: January 20, 2000

4. Application numbers and registration numbers:

- A. Trademark registration numbers:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AS Allied Systems, Ltd., with logo	1,561,418	October 17, 1989
Kar-Tainer (words only)	1,917,245	September 5, 1995
Axis, with design	2,080,261	July 15, 1997
AUTOVISION	2,141,452	April 22, 1997
Move, Improve, Inform	2,232,797	March 16, 1999
Miscellaneous Design	1,357,220	August 27, 1985

03/14/2000 JSHWBRZZ 00000167 1561418

01 FC:481  
02 FC:482

40.00 DP  
175.00 DP

B. Trademark application numbers:

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
Agile	75/267823	April 2, 1997
ATMS	75/168950	July 17, 1997

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

Melanie J. Brockway, Esq.  
Bingham Dana LLP  
150 Federal Street  
Boston, Massachusetts 02110

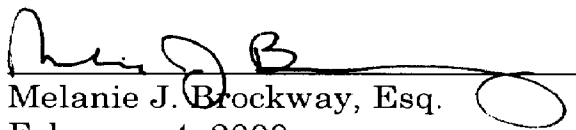
6. Total number of applications and registrations involved: 8

7. Total fee enclosed: \$215

8. Deposit account number: Not applicable

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.

  
Melanie J. Brockway, Esq.  
February 4, 2000

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 7

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

United States Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4  
Room 335  
Washington, D.C. 20231

## CONFIRMATION OF TRADEMARK AGREEMENTS

**CONFIRMATION OF TRADEMARK AGREEMENTS**, dated as of January 20, 2000, by **ALLIED HOLDINGS, INC.**, a Delaware corporation (the "Assignor") in favor of **BANKBOSTON, N.A.**, a national banking association, as agent (the "Agent") for itself and the other lending institutions (the "Banks") who are or may become party to the Amended and Restated Revolving Credit Agreement, dated as of January 20, 2000 among the Assignor, Allied Systems (Canada) Company (the "Canadian Borrower"), the Agent and the Banks (as amended and in effect from time to time, the "Credit Agreement"). Capitalized terms used herein without other definition shall have the meanings set forth in the Credit Agreement.

**WHEREAS**, the Assignor, the Canadian Borrower, the Agent and certain of the Banks are party to that certain Revolving Credit Agreement, dated as of September 30, 1997 (the "Original Credit Agreement") pursuant to which the Banks party thereto, subject to the terms and conditions contained therein, provided certain financial accommodations to the Assignor and the Canadian Borrower;

**WHEREAS**, in connection with the execution and delivery of the Original Credit Agreement, Allied Systems, Ltd. (L.P.) ("Systems") entered into a certain Trademark Collateral Security and Pledge Agreement, dated as of September 30, 1997 as amended, restated, modified or supplemented and in effect from time to time, the "Systems Trademark Agreement", with the Agent (which was recorded with the United States Patent and Trademark Office (the "PTO") on October 31, 1997 (Trademark Reel Number 1649 and Frame Number 0032), which Systems Trademark Agreement was supplemental to the provisions of a certain Security Agreement dated as of September 30, 1997, among Systems, the Agent and the other parties thereto; and

**WHEREAS**, in connection with the execution and delivery of the Original Credit Agreement, Axis Group, Inc. ("Axis") entered into a certain Trademark Collateral Security and Pledge Agreement, dated as of September 30, 1997 as amended, restated, modified or supplemented and in effect from time to time, the "Axis Trademark Agreement", with the Agent (which was recorded with the United States Patent and Trademark Office (the "PTO") on October 31, 1997 (Trademark Reel Number 1649 and Frame Number 0010), which Axis Trademark Agreement was supplemental to the provisions of a certain Security Agreement dated as of September 30, 1997, among Axis, the Agent and the other parties thereto; and

**WHEREAS**, in connection with the execution and delivery of the Original Credit Agreement, Kar-Tainer International, Inc. ("KTI") entered into a certain Trademark Collateral Security and Pledge Agreement, dated as of September 30, 1997 as amended, restated, modified or supplemented and in effect from time to time, the "KTI Trademark Agreement", and together with the Systems Trademark Agreement and the Axis Trademark Agreement, the "Trademark Agreements", with the Agent (which was recorded with the United States Patent and Trademark Office (the "PTO") on October 31, 1997 (Trademark Reel Number 8761 and Frame Number 0983), which KTI Trademark Agreement was supplemental to the provisions of a certain Security Agreement dated as of September 30, 1997, among KTI, the Agent and the other parties thereto;

WHEREAS, subsequent to the execution, delivery and recording of each of the Trademark Agreements, each of Systems, Axis and KTI has assigned the ownership of certain of its trademarks to the Assignor, which assignments were recorded with the PTO on or about February 18, 1998 (Trademark Reel and Frame Numbers 1691/0450, 1691/0337, 1690/0533 and 1691/0452);

WHEREAS, the Original Credit Agreement shall be amended and restated in its entirety by the Credit Agreement as set forth therein;

WHEREAS, it is a condition precedent to the Banks' making any loans or otherwise extending credit to the Assignor under the Credit Agreement that the Assignor and the Agent ratify and confirm their respective rights and obligations under each of the Trademark Agreements;

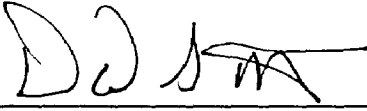
NOW, THEREFORE, in consideration of the promises contained herein and in the Trademark Agreements and the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

§1. Ratification of Trademark Agreements. Notwithstanding the assignment of ownership in the trademarks by each of Systems, Axis and KTI to the Assignor, the Assignor and the Agent hereby ratify and confirm their respective rights and obligations under the Trademark Agreements in all respects and agree that each Trademark Agreement is and shall continue to be in full force and effect, in accordance with its terms. The Assignor hereby confirms that it has unconditionally granted to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and first priority lien on the Pledged Trademarks (as defined in each of the Trademark Agreements, and including but not limited to those set forth on Schedule A hereto), and has pledged and mortgaged (but has not transferred title to) the Pledged Trademarks to the Agent for the benefit of the Banks and the Agent, all in accordance with and subject to the terms and conditions of such Trademark Agreement.

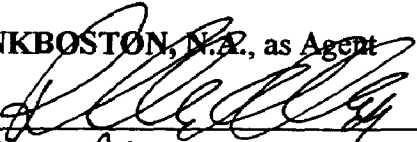
§2. Governing Law. This Confirmation of Trademark Agreements shall for all purposes be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to conflicts of laws).

IN WITNESS WHEREOF, this Confirmation of Trademark Agreements has been executed as of the day and year first above written.

**ALLIED HOLDINGS, INC.**

By:   
Name: David S. Forbes  
Title: Vice President and Treasurer

**ACCEPTED AND ACKNOWLEDGED:**

**BANKBOSTON, N.A., as Agent**  
By:   
Name: ROBERT L. WALLACE, JR.  
Title: DIRECTOR

# CERTIFICATE OF ACKNOWLEDGMENT

STATE OF GEORGIA \_\_\_\_\_ )  
 ) ss.  
COUNTY OF FULTON \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 28<sup>th</sup> day of January, 2000, personally appeared David S. Forbes to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President and Treasurer of **Allied Holdings, Inc.** and that said instrument was signed and sealed on behalf of **Allied Holdings, Inc.** by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

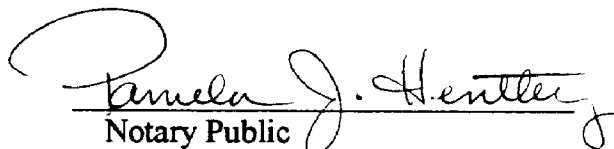
My commission expires:

Notary Public, DeKalb County, Georgia  
My Commission Expires August 4, 2003

# CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF  
~~STATE OF GEORGIA~~ MASSACHUSETTS )  
 ) ss.  
COUNTY OF FULTON SUFFOLK )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 29<sup>th</sup> day of January, 2000, personally appeared Robert L. Wallace, Jr. to me known personally, and who, being by me duly sworn, deposes and says that he is the Director of **BankBoston, N.A.** and that said instrument was signed and sealed on behalf of **BankBoston, N.A.** by authority of its Board of Directors, and said Robert Wallace acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

My commission expires:

PAMELA J. HENTLEY, Notary Public  
My Commission Expires June 21, 2002

**SCHEDULE A**

Trademark  
or  
Service Mark

Registrations --  
United States Patent and Trademark Office  
Registration No.                      Registration Date

AS Allied Systems, Ltd., with logo	1,561,418	10/17/89
Kar-Tainer (words only)	1,917,245	09/05/95
Axis, with Design	2,080,261	07/15/97
AUTOVISION	2,141,452	04/22/97
Move, Improve, Inform	2,232,797	03/16/99
Miscellaneous Design	1,357,220	08/27/85

Trademark  
or  
Service Mark

Pending (or Suspended) Applications --  
United States Patent and Trademark Office  
Serial No.                      Filing Date

Agile	75/267823	04/02/97
ATMS	75/168950	07/17/97