



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

12-18-11

1. Name of conveying party(ies):  
Velocity Express, Inc. 11-21-01

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

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

2. Name and address of receiving party(ies)  
Name: General Electric Capital  
Internal Corporation, as Agent  
Address: \_\_\_\_\_

Street Address: 10 S. LaSalle St., Ste 2800  
City: Chicago State: IL Zip: 60603

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New York  
 Other \_\_\_\_\_

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                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: November 15, 2001

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
76-136065

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
406

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Maisha Gibson, Paralegal  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: Goldberg, Kohn, et al.  
55 E. Monroe St., #3700  
City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41).....\$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.*

Maisha Gibson                              Maisha Gibson                              November 20, 2001  
Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document:

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

11/21/2001 6TOM11 00000068 76136065

01 FC:481

40.00 EP

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2001, by Velocity Express, Inc., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

## W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 24, 1999, by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have made the Loans and have incurred Letter of Credit Obligations for the benefit of Grantor and the other Credit Parties party thereto;

WHEREAS, Grantor has also executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of September 24, 1999 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of 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 and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, 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.

**VELOCITY EXPRESS, INC.**

By Wesley Fredenburg  
Name Wesley Fredenburg  
Title Authorized Signatory

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, 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.

**VELOCITY EXPRESS, INC.**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Agent

By Thomas B Sullivan  
Name Thomas Sullivan  
Title Duly Authorized Signatory

**SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK APPLICATIONS**

Mark

Serial No.

Date

Forward Faster

76-136065

9/26/00

**TRADEMARK REGISTRATIONS**

None

**TRADEMARK LICENSES**

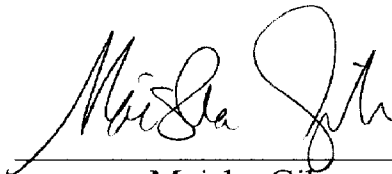
None

**CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10**

**“Express Mail” Mailing Label Number:** EL 383 114491 US

**Date of Deposit: November 20, 2001**

I hereby certify that the enclosed Trademark Security Agreement is being deposited with the United States Postal Service “Express Mail Post Office to Addressee” service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C.



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Maisha Gibson