

05-31-2002

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

RE 102107350

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Allied Holdings, Inc.

5-24-02

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

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

3. Nature of conveyance:

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

Execution Date: 2/25/02

2. Name and address of receiving party(ies)

Name: Ableco Finance LLP

Internal Address:

Street Address: 450 Park Avenue

City: New York, State: NY Zip: 10022

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

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

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

A. Trademark Application No.(s)

See attached Schedule.

2141452

B. Trademark Registration No.(s)

See attached Schedule.

Additional number(s) attached Yes No



05-24-2002

U.S. Patent & TMO/TM Mail Rcpt. Dt. #41

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

Name: Santo Manna, Esq.

Internal Address:

Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York, State: NY Zip: 10022

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel LLP

(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.

Santo Manna, Esq.

Name of Person Signing

Signature

May 22, 2002

Date

05/31/2002 DBYRNE 00000009 500675 2141452

Total number of pages including cover sheet, attachments, and document: 34

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

01 FC:481 40.00 CH 02 FC:482 125.00 CH

TRADEMARK REEL: 002515 FRAME: 0736

SCHEDULE

Trademark Registrations

<u>Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AUTOVISION	2,141,452	3/3/98
AXIS (Design)	2,080,261	7/15/97
MOVE, IMPROVE, INFORM	2,232,797	3/16/99
AS ALLIED SYSTEMS	1,561,418	10/17/89
KAR-TAINER	1,917,245	9/5/95

Pending Trademarks

<u>Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
AGILE	75/267,823	3/2/97

SECURITY AGREEMENT

SECURITY AGREEMENT, dated February 25, 2002, made by each of the Grantors referred to below, in favor of Ableco Finance LLC, a Delaware limited liability company, in its capacity as collateral agent for the Lenders (as defined below) party to the Financing Agreement referred to below (in such capacity, the "Collateral Agent").

WITNESSETH:

SECTION 1. Definitions.

(a) Reference is hereby made to the Financing Agreement for a statement of the terms thereof. All terms used in this Agreement and the recitals hereto which are defined in the Financing Agreement or in Article 9 of the Uniform Commercial Code (the "Code") as in effect from time to time in the State of New York and which are not otherwise defined herein shall have the same meanings herein as set forth therein; provided that terms used herein which are defined in the Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Collateral Agent may otherwise determine.

(b) The following terms shall have the respective meanings provided for in the Code: "Accounts", "Cash Proceeds", "Chattel Paper", "Commercial Tort Claim", "Commodity Account", "Commodity Contracts", "Deposit Account", "Documents", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Noncash Proceeds", "Payment Intangibles", "Proceeds", "Promissory Notes", "Record", "Security Account", "Software", and "Supporting Obligations".

(c) As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Copyright Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensee or licensor and providing for the grant of any right to use or sell any works covered by any copyright (including, without limitation, all Copyright Licenses set forth in Schedule II hereto).

"Copyrights" means all domestic and foreign copyrights, whether registered or not, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by any Grantor (including, without limitation, all copyrights described in Schedule II hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof.

"Intellectual Property" means the Copyrights, Trademarks and Patents.

"Licenses" means the Copyright Licenses, the Trademark Licenses and the Patent Licenses.

"Patent Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensee or licensor and providing for the grant of any right to manufacture, use or sell any invention covered by any Patent (including, without limitation, all Patent Licenses set forth in Schedule II hereto).

"Patents" means all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired (including, without limitation, all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how and formulae described in Schedule II hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof.

"Trademark Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensor or licensee and providing for the grant of any right concerning any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses, contracts or agreements and the right to prepare for sale or lease and sell or lease any and all Inventory now or hereafter owned by any Grantor and now or hereafter covered by such licenses (including, without limitation, all Trademark Licenses described in Schedule II hereto).

"Trademarks" means all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by any Grantor (including, without limitation, all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers described in Schedule II hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other Records of any Grantor relating to the distribution of products and services in connection with which any of such marks are used.

SECTION 2. Grant of Security Interest. As collateral security for all of the Obligations (as defined in Section 3 hereof), each Grantor hereby pledges and assigns to the Collateral Agent, and grants to the Collateral Agent for the benefit of the Lenders a continuing security interest in, all personal property of such Grantor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible (the "Collateral"), including, without limitation, the following:

- (a) all Accounts;
- (b) all Chattel Paper (whether tangible or electronic);
- (c) the Commercial Tort Claims specified on Schedule VI hereto;

(d) all Deposit Accounts, all cash, and all other property from time to time deposited therein and the monies and property in the possession or under the control of any Agent or Lender or any affiliate, representative, agent or correspondent of such Agent or Lender;

- (e) all Documents;
- (f) all Equipment;
- (g) all Fixtures;
- (h) all General Intangibles (including, without limitation, all Payment

Intangibles);

- (i) all Goods;
- (j) all Instruments (including, without limitation, Promissory Notes);
- (k) all Inventory;
- (l) all Investment Property;
- (m) all Copyrights, Patents and Trademarks, and all Licenses;
- (n) all Letter-of-Credit Rights;
- (o) all Supporting Obligations;

(p) all other tangible and intangible personal property of such Grantor (whether or not subject to the Code), including, without limitation, all bank and other accounts and all cash and all investments therein, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of such Grantor described in the preceding clauses of this Section 2 (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by such Grantor in respect of any of the items listed above), and all books, correspondence, files and other Records, including, without limitation, all tapes, desks, cards, Software, data and computer programs in the possession or under the control of such Grantor or any other Person

from time to time acting for such Grantor that at any time evidence or contain information relating to any of the property described in the preceding clauses of this Section 2 or are otherwise necessary or helpful in the collection or realization thereof; and

(q) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the foregoing Collateral;

in each case howsoever such Grantor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

REDACTED

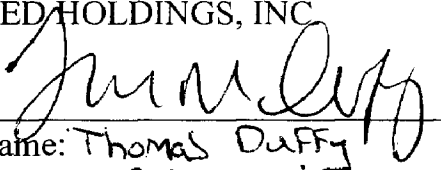
TRADEMARK
REEL: 002515 FRAME: 0746

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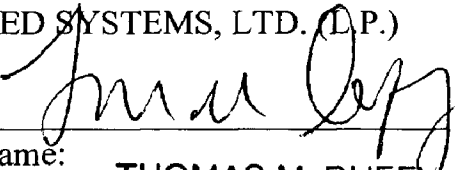
**TRADEMARK
REEL: 002515 FRAME: 0748**

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

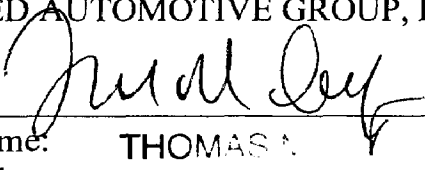
ALLIED HOLDINGS, INC

By: 
Name: Thomas Duffy
Title: Sr. V.P. + General Counsel

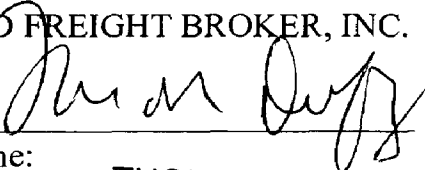
ALLIED SYSTEMS, LTD. (L.P.)

By: 
Name: THOMAS M. DUFFY
Title: SR. VICE PRESIDENT

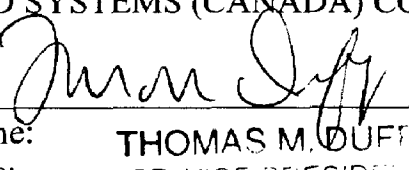
ALLIED AUTOMOTIVE GROUP, INC.

By: 
Name: THOMAS M. DUFFY
Title: SR. VICE PRESIDENT

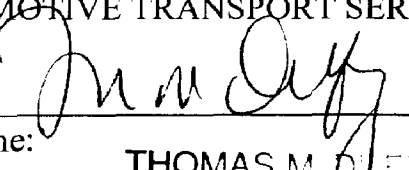
ALLIED FREIGHT BROKER, INC.

By: 
Name: THOMAS M. DUFFY
Title: SR. VICE PRESIDENT

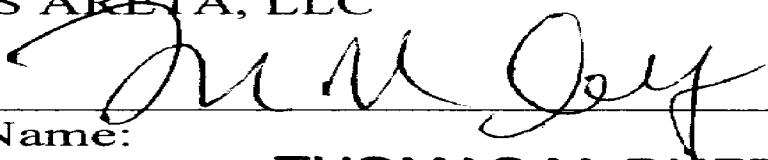
ALLIED SYSTEMS (CANADA) COMPANY

By: 
Name: THOMAS M. DUFFY
Title: SR. VICE PRESIDENT

AUTOMOTIVE TRANSPORT SERVICES, INC.

By: 
Name: THOMAS M. DUFFY
Title: SR. VICE PRESIDENT

AXIS ABETA, LLC

By: 

Name:

Title:

THOMAS M. DUFFY
SR. VICE PRESIDENT

AXIS GROUP, INC.

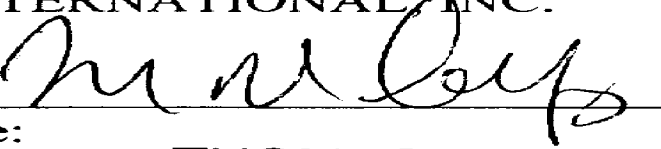
By: 

Name:

Title:

THOMAS M. DUFFY
SR. VICE PRESIDENT

AXIS INTERNATIONAL, INC.

By: 

Name:

Title:

THOMAS M. DUFFY
SR. VICE PRESIDENT

AXIS NETHERLANDS, LLC

By: 

Name:

Title:

THOMAS M. DUFFY
SR. VICE PRESIDENT

AXIS NORTH AMERICA, INC.


By: 

Name:

Title:

THOMAS M. DUFFY
SR. VICE PRESIDENT

AXIS TRUCK LEASING, INC.

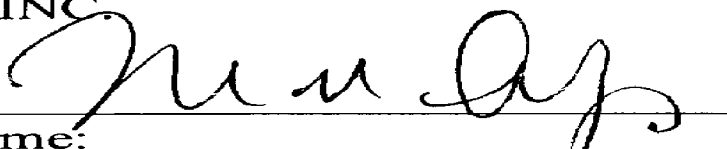
By: 

Name:

Title:

THOMAS M. DUFFY
SR. VICE PRESIDENT

B&C, INC.

By: 

Name:

Title:

THOMAS M. DUFFY
SR. VICE PRESIDENT

TRADEMARK

REEL: 002515 FRAME: 0763

CANADIAN ACQUISITION CORP.

By: *Thomas M. Duffy*
Name:
Title: THOMAS M. DUFFY
SR. VICE PRESIDENT

COMMERCIAL CARRIERS, INC.

By: *Thomas M. Duffy*
Name:
Title: THOMAS M. DUFFY
SR. VICE PRESIDENT

CORDIN TRANSPORT, INC.

By: *Thomas M. Duffy*
Name:
Title: THOMAS M. DUFFY
SR. VICE PRESIDENT

CT GROUP, INC.

By: *Thomas M. Duffy*
Name:
Title: THOMAS M. DUFFY
SR. VICE PRESIDENT

CT SERVICES, INC.

By: *Thomas M. Duffy*
Name:
Title: THOMAS M. DUFFY
SR. VICE PRESIDENT

F. J. BOUTELL DRIVEAWAY CO., INC.

By: *Thomas M. Duffy*
Name:
Title: THOMAS M. DUFFY
SR. VICE PRESIDENT

GACS INCORPORATED

By: *Thomas M. Duffy*
Name:
Title: THOMAS M. DUFFY
SR. VICE PRESIDENT

INTER MOBILE, INC.

By: *Thomas M. Duffy*

Name:

Title: THOMAS M. DUFFY
SR. VICE PRESIDENT

KAR-TAINER INTERNATIONAL, INC.

By: *Thomas M. Duffy*

Name:

Title: THOMAS M. DUFFY
SR. VICE PRESIDENT

LEGION TRANSPORTATION, INC.

By: *Thomas M. Duffy*

Name:

Title: THOMAS M. DUFFY
SR. VICE PRESIDENT

OSHCO, INC.

By: *Thomas M. Duffy*

Name:

Title: THOMAS M. DUFFY
SR. VICE PRESIDENT

QAT, INC.

By: *Thomas M. Duffy*

Name:

Title: THOMAS M. DUFFY
SR. VICE PRESIDENT

RC MANAGEMENT CORP.

By: *Thomas M. Duffy*

Name:

Title: THOMAS M. DUFFY
SR. VICE PRESIDENT


RMX, INC.

By: *Thomas M. Duffy*

Name:

Title: THOMAS M. DUFFY
SR. VICE PRESIDENT

TERMINAL SERVICE CO.

By: 

Name: THOMAS M. DUFFY
Title: SR. VICE PRESIDENT

TRANSPORT SUPPORT, INC.

By: 

Name:
Title: THOMAS M. DUFFY
SR. VICE PRESIDENT

SCHEDULE II

Intellectual Property & Licenses

U.S. Trademarks

See Attached

Canadian Trademarks

<u>Company</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Axis Group, Inc.	AXIS & DESIGN	TMA 475,835	02/01/1996	05/06/1997
Allied Systems (Canada) Company (f/k/a Auto Haulaway Company)	A & DESIGN	TMA 245,283	02/28/1979	05/23/1980

Patents

See Attached

Copyrights

None

Licenses

None

KAR-Tainer International, Inc.

Patent Report by Invention

Printed: 2/8/2002

Page 1

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
FRAME STRUCTURE AND METHOD FOR PACKING VEHICLE BODIES							
BOTSWANA	KAR1.BW	CEQ	2/9/1993	P866	4/14/1994	P866	ISSUED
NAMIBIA (S.W. AFRICA)	KAR1.NA	CEQ	2/1/1995	95/0017	6/6/1995	95/0017	ISSUED
UNITED STATES	KAR1	NEW	2/4/1993	08/013,302			ABANDONED
UNITED STATES	KAR1.CON	CON	6/15/1994	08/260,058	6/23/1998	5,769,591	ISSUED
SOUTH AFRICA	KAR1.ZA	CEQ	2/9/1993	93/0891	9/29/1993	93/0891	ISSUED
METHOD FOR PACKING VEHICLE BODIES IN A TRANSPORT CONTAINER							
UNITED STATES	KAR2	NEW	8/9/1995	08/512,840	8/20/1996	5,547,333	ISSUED
COLLAPSIBLE FRAME DEVICE							
UNITED STATES	KAR3	NEW	4/8/1997	08/765,710	7/20/1999	5,924,248	ISSUED
COLLAPSIBLE FRAME DEVICE							
ARGENTINA	KAR3.AR	CEQ	8/1/1996	P98/01/00416			PUBLISHED
BRAZIL	KAR3.BR	CEQ	8/1/1996	P1 9609678-0			PENDING
BOTSWANA	KAR3.BW	CEQ	4/23/1998	98/00075		98/00075	ISSUED
EUROPEAN PATENT CO	KAR3.EPO	CEQ	8/1/1996	96926864-8			PENDING
JAPAN	KAR3.JPO	CEQ	8/1/1996	507902/97			PUBLISHED
SOUTH KOREA	KAR3.KOR	CEQ	8/1/1996	98-700830			PENDING
MEXICO	KAR3.MX	CEQ	8/1/1996	980892			PENDING
NAMIBIA (S.W. AFRICA)	KAR3.NA	CEQ	10/31/1996	96/0076	4/15/1997	96/0076	ISSUED
WIPO	KAR3.PCT	CEQ	8/1/1996	PCT/US96/12645			ABANDONED
SOUTH AFRICA	KAR3.ZA	NEW	7/26/1996	96/6378	8/27/1997	96/6378	ISSUED
ADJUSTABLE FRAME DEVICE							
NAMIBIA (S.W. AFRICA)	KAR5.NA	CEQ	2/7/1997	97/0015	4/15/1997	97/0015	ISSUED
SOUTH AFRICA	KAR5.ZA	NEW	1/27/1997	97/0661	2/25/1998	97/0661	ISSUED
COLLAPSIBLE VEHICLE TRANSPORTATION FRAME							
EUROPEAN PATENT CO	KAR4.EP	CEQ	9/28/1998	98950719.9			PENDING
INDIA	KAR4.IN	CEQ	5/13/1998	1260/DEL/98			PENDING
MALAYSIA	KAR4.MY	CEQ	5/13/1998	PI-9802123			PENDING
UNITED STATES	KAR4	NEW	10/3/1997	08/943,539	1/4/2000	6,010,285	ISSUED
WIPO	KAR4.PCT	CEQ	9/28/1998	PCT/US98/20228			PENDING
MULTIPLE AUTOMOBILE TRANSPORT SYSTEM							
UNITED STATES	KAR6	NEW	9/9/1999	09/392,266	3/6/2001	6,196,776	ISSUED
WIPO	KAR6.PCT	CEQ	9/10/1999	PCT/US99/21155			PUBLISHED
RAMP APPARATUS FOR MOTOR VEHICLES							
BOTSWANA	KAR7.BW	CEQ	3/16/1995	96/00030			PENDING
NAMIBIA (S.W. AFRICA)	KAR7.NA	CEQ	2/1/1995	95/0019	6/6/1995	95/0019	ISSUED
SOUTH AFRICA	KAR7.ZA	NEW	3/16/1995	95/2152	2/28/1996	95/2152	ISSUED
METHOD OF AND APPARATUS FOR PACKING MOTOR CARS INTO A CONTAINER							
BOTSWANA	KAR8.BW	NEW	9/8/1988	P872	7/21/1994	P872	ISSUED
NAMIBIA (S.W. AFRICA)	KAR8.NA	CEQ	2/1/1995	95/0018	6/12/1995	95/0018	ISSUED
METHOD OF AND APPARATUS FOR PACKING MOTOR CARS INTO A CONTAINER							
SOUTH AFRICA	KAR8.ZA	NEW	9/8/1988	88/6668	5/30/1990	88/6668	ISSUED
MULTIPLE AUTOMOBILE TRANSPORT SYSTEM							
SOUTH AFRICA	KAR6.ZA	NEW	8/25/1998	98/7667	5/31/1999	98/7667	ISSUED

END OF REPORT

TOTAL ITEMS SELECTED = 33

TRADEMARK
REEL: 002515 FRAME: 0768

MARK	Serial No.	File Date	Reg. No.	Reg. Date	Class	Current Owner	Status	Notes Regarding Security Interest	Additional Notes
AGILE	75/267823	04/02/97			35	Allied Holdings, Inc. (GA)	Suspended	Trademark Collateral Security and Pledge Agreement from Axis Group, Inc. (GA) to BankBoston, NA filed 10/31/97 at reel/frame 1649/0010	Allied Holdings, Inc. (DE) had no ownership in Mark to grant security
MOVE, IMPROVE, INFORM	75/267824	04/02/97	2,232,797	03/16/99	35	Allied Holdings, Inc. (GA)	Registered	(1) Trademark Collateral Security and Pledge Agreement from Axis Group, Inc. (GA) to BankBoston, NA filed 10/31/97 at reel/frame 1649/0010; (2) Confirmation of Trademark Agreements from Allied Holdings, Inc. (DE) to BankBoston NA filed 1/20/00 at reel/frame 2034/0185	Allied Holdings, Inc. (DE) had no ownership in Mark to grant security
AUTOVISION	75/115289	06/06/96	2,141,452	03/03/98	16	Allied Holdings, Inc. (GA)	Registered	NA filed 1/20/00 at reel/frame 2034/0185	(1) Allied Holdings, Inc. (DE) had no ownership in Mark to grant security; (2) *Allied Holdings, Inc. (GA) was granted only a part interest in Mark -- recorded 2/18/98 at reel/frame 1691/0337
AXIS & Design	75/068567	02/01/96	2,080,261	07/15/97	35	Allied Holdings, Inc. (GA) *	Registered	(1) Trademark Collateral Security and Pledge Agreement from Kar-Tainer International, Inc. (FL) to BankBoston, NA filed 10/31/97 at reel/frame 1649/0462; (2) Confirmation of Trademark Agreements from Allied Holdings, Inc. (DE) to BankBoston NA filed 1/20/00 at reel/frame 2034/0185	(1) Allied Holdings, Inc. (DE) had no ownership in Mark to grant security; (2) Confirmation of Trademark Agreements from Allied Holdings, Inc. (DE) to BankBoston NA refers to incorrect reel/frame number of previous security instrument
KAR-TAINER	74/348604	01/13/93	1,917,245	09/03/95	12	Allied Holdings, Inc. (GA)	Registered	(1) Trademark Collateral Security and Pledge Agreement from Allied Systems, Ltd. (L.P.) to BankBoston, NA filed 10/31/97 at reel/frame 1649/0032; (2) Confirmation of Trademark Agreements from Allied Holdings, Inc. (DE) to BankBoston NA filed 1/20/00 at reel/frame 2034/0185	Allied Holdings, Inc. (DE) had no ownership in Mark to grant security
AS ALLIED SYSTEMS	73/758566	10/19/88	1,561,418	10/17/89	39	Allied Holdings, Inc. (GA)	Registered	(1) Trademark Collateral Security and Pledge Agreement from Allied Systems, Ltd. (L.P.) to BankBoston, NA filed 10/31/97 at reel/frame 1649/0032; (2) Confirmation of Trademark Agreements from Allied Holdings, Inc. (DE) to BankBoston NA filed 1/20/00 at reel/frame 2034/0185	Neither Allied Holdings, Inc. (DE) nor Allied Holdings, Inc. (GA) had ownership in Mark to grant security
Miscellaneous Design (bird)	73/518314	01/22/85	1,357,220	08/27/85	39	Allied Systems, Ltd. (GA)	Registered	NA filed 1/20/00 at reel/frame 2034/0185	