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10-17-2002

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RE



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Hub Group, Inc.

10-17-02

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

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

3. Nature of conveyance:

- Assignment, Security Agreement (checked), Other, Merger, Change of Name

Execution Date: October 15, 2002

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Illinois banking (checked), 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

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

A. Trademark Application No.(s)

See Schedule A attached hereto

B. Trademark Registration No.(s)

See Schedule A attached hereto

Additional numbers attached? Yes (checked) No

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

FEDERAL RESEARCH logo and address: 1030 Fifteenth Street, NW, Suite 920 Washington, DC 20005

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

10/18/2002 6TON11 00000033 2033119 01 FC:8521 40.00 DP 02 FC:8522 100.00 DP

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.

Gregory T. Pealer

Name of Person Signing

Signature: Gregory T. Pealer

Signature

October 15, 2002

Date

Total number of pages including cover sheet, attachments, and document: 5

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

1337102

TRADEMARK REEL: 002600 FRAME: 0164

SCHEDULE A**TO TRADEMARK COLLATERAL AGREEMENT**

U.S. TRADEMARKS	REGISTRATION NUMBER	REGISTRATION DATE
H (design)	2,033,119	1/21/97
Hub Group	1,997,149	8/27/96
Premier Service Network	2,579,075	6/11/02
Knowledge Driven Logistics	2,151,187	4/14/98
Hub Online	2,604,197	8/6/02

TRADEMARK COLLATERAL AGREEMENT

This 15th day of October, 2002, Hub Group, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 377 East Butterfield Road, Lombard, Illinois 60148, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 ("*Harris*"), acting as collateral agent hereunder for the Secured Creditors identified and defined in the Security Agreement described below (Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "*Collateral Agent*"), and grants to the Collateral Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

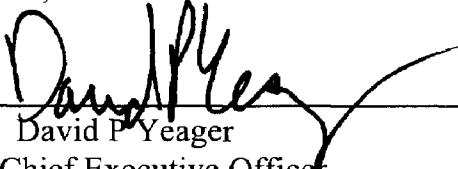
to secure performance of all of the Secured Obligations as set out in that certain Security Agreement dated as of even date herewith, among the Debtor, certain affiliates of the Debtor, the other debtors from time to time becoming party thereto and the Collateral Agent, as the same may from time to time be modified, amended or restated (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Collateral Agent of any applications by the Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as the Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Collateral Agent on such Intent-To-Use Application as collateral security for the Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the collateral assignment, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses 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.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

HUB GROUP, INC.

By  _____
Name: David P. Yeager
Title: Chief Executive Officer

Accepted and agreed to as of the date and year first above written.

HARRIS TRUST AND SAVINGS BANK, as
Collateral Agent

By _____
Name: _____
Title: Vice President

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the collateral assignment, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses 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.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

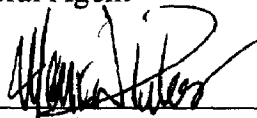
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HUB GROUP, INC.

By _____
Name: David P Yeager
Title: Chief Executive Officer

Accepted and agreed to as of the date and year first above written.

HARRIS TRUST AND SAVINGS BANK, as
Collateral Agent

By  _____
Name: Mark W. Piekos
Title: Vice President