

11-25-2003

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, 102608092 or copy thereof.

11-25-03

1. Name of conveying party(ies)  
 Truckload USA, Inc.

Individual                       Association  
 General Partnership         Limited Partnership  
 Corporation - Delaware  
 Other:

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

2. Name and address of receiving party(ies):  
 Name: Comerica Bank  
 Internal Address: Commercial Loan Services Department  
 Street Address: 9920 S. La Cienega Blvd., 14<sup>th</sup> Floor  
 City/State/Zip: Inglewood, CA 90301

Individual                       Association  
 General Partnership         Limited Partnership  
 Corporation - State:  
 Michigan Banking Corporation

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) and address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement         Change of Name  
 Other:  
 Execution Date: October 10, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s): 76/097527; 76/185166; 76/185167

Mark if additional numbers attached  
 B. Trademark Registration No.(s):

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Michael W. Dubner  
 Internal Address: Locke Liddell & Sapp, LLP  
 Street Address: 2200 Ross Avenue, Suite 2200  
 City: Dallas State: Texas Zip: 75201-6776

6. Total number of applications and registration involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account Number: 12-1781  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

11/25/2003 DBYRNE 00000237 76097527

01 FC:8521 Statement and signature. 40.00 OP  
02 FC:8522 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. 50.00 OP

Michael W. Dubner  11/21/03  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments and document: 6

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

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 10, 2003 by and between COMERICA BANK ("Bank") and TRUCKLOAD USA, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

8321 John Carpenter Freeway  
Dallas, Texas 75247

Attn: Mr. Mark Jarvis, CFO

TRUCKLOAD USA, INC.

By: Mark E. Jarvis

Title: Treasurer

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank  
Commercial Loan Services Department  
9920 S. La Cienega Blvd., 14<sup>th</sup> Floor  
Inglewood, CA 90301

Attn: Loan Documentation

By: Steve Bell

Title: Vice President

EXHIBIT A

Copyrights

Description

None

Registration  
Number

Registration  
Date

EXHIBIT B

Patents

Description

None

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT C

Trademarks

Description

Truckload USPTO  
Truckload Logo USPTO  
Truckload Logo USPTO

Registration/  
Application  
Number

Registration/  
Application  
Date

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