

To the Clerk  
Please record this



reof.

1. Name of conveying party,(ies):

102720152

receiving party (ies):

Trace Warehousing, LLC

OFFICE OF PUBLIC RECORDS

2004 APR -8 AM 9: 58

FINANCE SECTION

Name: Fifth Third Bank

Internal Address:

Street Address: 111 Lyon Street, N.W.

City: Grand Rapids

State: Michigan

Zip: 49503

Entity:

- ☐ Individual (s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State - Michigan  
☐ Other \_\_\_\_\_

Entity:

- ☐ Individual (s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State - Michigan  
☐ Other \_\_\_\_\_

Citizenship \_\_\_\_\_

3. Interest Conveyed:

- ☐ Assignment      ☐ Change of Name  
☒ Security Agreement      ☐ Merger  
☐ Other - \_\_\_\_\_

Execution Date - April 1, 2004

If not domiciled in the United States, a domestic representative designation is attached:

☐ Yes      ☐ No

(The attached document must not be an assignment.)

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

A. Trademark Application No. (s)

78/072,437

B. Trademark Registration No. (s)

2,570,930 and 2,543,625

Additional sheet attached?

☐ Yes      ☒ No

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

Name: Thomas L. Lockhart

Internal Address: Varnum, Riddering, Schmidt &amp; Howlett

Street Address: 333 Bridge Street, P.O. Box 352

City: Grand Rapids

State: Michigan

Zip: 49501

6. Total number of applications and registrations involved:

3

7. Amount of fee: \$90.00

☒ Enclosed☒ Authorized to be charged to deposit account.

8. Deposit account number (attach duplicate copy of this form if paying by deposit account):

Deposit Account No. 22-0257

04/12/2004 LMUELLER 00000084 78072437

DO NOT USE THIS SPACE

01 FC:8521  
02 FC:8522

40.00 OP  
50.00 OP

9. 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.

4/17/2004

Date

Signature

Name of Person Signing

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

## **TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2004 by TRACE WAREHOUSING, LLC, a Michigan limited liability company ("Grantor"), of 3300 Roger B. Chaffee Memorial Drive SE, Grand Rapids, Michigan 49548-2367, in favor of FIFTH THIRD BANK, a Michigan banking corporation ("Grantee"), of 111 Lyon Street NW, Grand Rapids, Michigan 49503.

### **WITNESSETH:**

WHEREAS, pursuant to that certain Restated Loan Agreement dated as of April 1, 2004 by and among Grantor and other parties, on the one hand, and Grantee, on the other hand, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Grantee has agreed to extend credit for the benefit of a party guaranteed by Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Grantee 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 Section 1 thereto to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Grantee 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. . LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement and prior documents. Grantor hereby acknowledges and affirms that the rights and remedies of U.S. Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Security Agreement dated as of July 1, 2003 between Grantor and Grantee, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

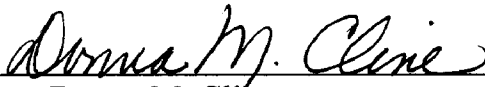
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRACE WAREHOUSING LLC, as Grantor

By:   
Name: Stuart S. VanderHeide  
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

FIFTH THIRD BANK, as Grantee

By:   
Name: Donna M. Cline  
Title: Assistant Vice President

## SCHEDULE I

### **Trace Warehousing, LLC – Trademarks**

<u>Trademark</u>	<u>Country</u>	<u>Status</u>
Trace Shuttle	United States	Pending
Trace Warehousing	United States	Registered
Trace Warehousing	New Zealand	Registered
Trace Warehousing & Design	United States	Registered

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RECORDED: 04/08/2004

TRADEMARK  
REEL: 002947 FRAME: 0864