

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GeoLogistics Americas Inc.		12/28/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citicorp North America, Inc. as Administrative Agent		
<b>Street Address:</b>	390 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1528767	LEP	
Registration Number:	1345367	ON TIME, EVERY TIME	
Registration Number:	1532469	PERISHABLES BY AIR	
Registration Number:	1427842	PROFITSAVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	tina.sessions@weil.com		
<b>Correspondent Name:</b>	Tina Sessions		
<b>Address Line 1:</b>	767 5th Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>NAME OF SUBMITTER:</b>	Tina Sessions		
<b>Signature:</b>	/Tina Sessions/		
<b>Date:</b>	01/05/2005		

**CH \$115.00 1528767**

**Total Attachments: 10**

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SHORT FORM TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2004, by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp North America, Inc. ("CNAI"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 28, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among GEOLOGISTICS CORPORATION (the "Borrower"), the Lenders party thereto and CNAI, as agent for the Lenders, the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors are party to the Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

**Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement (including by reference to the Credit Agreement) and used herein have the meaning given to them in the Security Agreement (or, as the case may be, the Credit Agreement).

**Section 2. Grant of Security Interest in Trademark Collateral**

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby conveys, mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a continuing lien upon and security interest in, and a right of setoff against, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses pursuant to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License Agreement; and

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

***Section 3. Security Agreement***


The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

GEOLOGISTICS AMERICAS INC.,  
*as Grantor*

By:   
Name: Michael K. Bible  
Title: Vice President, Finance

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP NORTH AMERICA, INC.,  
*as Administrative Agent*

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003002 FRAME: 0781**



IN WITNESS WHEREOF, each 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.


Very truly yours,

GEOLOGISTICS AMERICAS INC.,  
*as Grantor*

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

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP NORTH AMERICA, INC.,  
*as Administrative Agent*

By:   
Name: *Rob Ziemer*  
Title: *Vice President*

**Schedule I  
to  
Trademark and Security Agreement**

*Trademark Registrations*

Attached



Tuesday, October 26, 2004

Client Status Report

Page: 2

Client: LEPI LEPI PROFIT INTERNATIONAL, INC.

Trademark Name	Matter Number	Application Number/Date	Registration Number/Date	Atty	Next Action(s)	Due Date(s)
LEP (STYLIZED)	LEPI-48112/0020	73/712,234	1,528,767	ASH	RENEWAL DUE	07-Mar-2009
	Registered	19-Feb-1988	07-Mar-1989		LATE RENEWAL DATE	07-Jun-2009
United States of America	Owner: LEPI					
Client Ref No: LEPI	Classes: IN 39					

Goods: Class: IN 39  
 FREIGHT-FORWARDING SERVICES;  
 TRANSPORTATION AND CONVEYANCE, OTHER  
 THAN PASSENGER CARRIAGE, BY AIR, LAND,  
 SEA AND INLAND WATERWAYS; CONTAINER,  
 VEHICLE AND VESSEL CHARTER SERVICES  
 FROM THIRD PARTIES FOR USE BY OTHERS;  
 STORAGE AND WAREHOUSING; PRE-TRANSIT  
 PACKING SERVICES

Remarks: ASSIGNED TO: LEP PROFIT INTL RECORDED:  
 23JIE1993 R/995-F/78

LEP INTERNATIONAL, S.A. (TRADE NAME)	LEPI-48112/0040	122.652	122.652	LOC	Tax	07-Sep-2007
Spain	Registered	17-Apr-1989	07-Sep-1992	BOL	3 MONTHS UNTIL RENL. DUE	16-Jan-2009
	Owner: LEPI			VER	1 MONTH UNTIL RENL. DUE	16-Mar-2009
					15 DAYS UNTIL RENL. DUE	01-Apr-2009
					Next Renewal	16-Apr-2009

Goods: THE REALIZATION OF NATIONAL AND INTERNATIONAL TRANSPORTS IN THEIR OWN NAME AND FOR OTHERS AT THEIR OWN OR OTHERS ACCOUNT AS TRANSPORT AGENTS AND ALL THE ACTIVITIES IN CONNECTION WITH THIS PURPOSE OF THE BUSINESS

Remarks: NOT ORIGINALLY FILED BY AR&E

Tuesday, October 26, 2004

Client Status Report

Page: 3

Client: LEPI LEP PROFIT INTERNATIONAL, INC.

Trademark Name	Matter Number Status	Application Number/Date	Registration Number/Date	Atty	Next Action(s)	Due Date(s)
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LEP LOGO	LEPI-48112/0034 Registered	550799 27-Feb-1990	550799 27-Feb-1990	BOL	DECLARATION OF USE DUE 3 MONTHS UNTIL RENL. DUE	27-Feb-2005 27-Nov-2009
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International Registration	Owner: LEPI Classes: 36, 39				1 MONTH UNTIL RENL. DUE 15 DAYS UNTIL RENL. DUE First Renewal	27-Jan-2010 12-Feb-2010 27-Feb-2010
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Goods: Class : 36  
Insurance; financial affairs; monetary affairs; real estate affairs.

Remarks: NOT ORIGINALLY PROSECUTED BY AR & E.  
ORIGINAL REG. NO. 467,075 OF 8/5/89 IN BENELUX.

Class : 39  
Transport; packaging and storage of goods; travel arrangement.

COUNTRIES DESIGNATED: ALGERIA, EAST GERMANY, AUSTRIA, BULGARIA, EGYPT, SPAIN, FRANCE, HUNGARY, ITALY, MACAO, MONACO, PORTUGAL, WEST GERMANY, ROMANIA, SUDAN, CZECHOLVAKIA, RUSSIA AND YUGOSLAVIA.

SPAIN - THE EXTENSION TO SPAIN OF THIS INTL. REGN. WAS DENIED ON 4/1/93.

LEP STYLIZED LEP1-48112/0041 LOC  
Unfiled BOL

International Registration Owner: LEPI VER

Goods: Remarks: NOT ORIGINALLY FILED BY AR&E

Client: LEPI LEP PROFIT INTERNATIONAL, INC.

Trademark Name	Matter Number	Status	Application Number/Date	Registration Number/Date	Atty	Next Action(s)	Due Date(s)
ON TIME EVERY TIME	LEPI-48112/0017	B	460,893 16-Jan-1984	1,345,367 25-Jun-1985	ASH	3 MOS. UNTIL RENEWAL DUE 1 MO. UNTIL RENEWAL DUE	25-Mar-2005 25-May-2005
	Owner: LEPI					15 DAYS UNTIL RENEWAL DUE	10-Jun-2005
United States of America	Classes: IN 39					First Renewal	25-Jun-2005
	Goods: Class: IN 39					HIGH-SPEED FREIGHT FORWARDING SERVICES.	
Remarks: ASSIGNED TO: LEP PROFIT INT'L RECORDED: 23JE1993 R/995-F/69							

PERISHABLES BY AIR (SM)	LEPI-48112/0019	B	646,214 24-Feb-1987	1,532,469 28-Mar-1989	ASH	RENEWAL DUE LATE RENEWAL DATE	28-Mar-2009 28-Jun-2009
	Owner: LEPI						
United States of America	Classes: IN 39						
	Goods: Class: IN 39					FREIGHT AND TRANSPORTATION SERVICES, NAMELY, TRANSPORTING PRODUCE AND OTHER NONDURABLE GOODS.	
Remarks: ASSIGNED TO: LEP PROFIT INT'L RECORDED: 23JE1993 R/995-F/69							

PROFIBYAR & DESIGN	LEPI-48112/0026		114,338 06-Jan-1976	114,338 06-Jan-1976	BRO	3 MOS. UNTIL RENEWAL DUE 1 MO. UNTIL RENEWAL DUE	06-Oct-2010 06-Dec-2010
	Owner: LEPI					15 DAYS UNTIL RENEWAL DUE	22-Dec-2010
New Zealand	Classes: IN 16					RENEWAL DUE	06-Jan-2011
	Goods: Class: IN 16					PAPER AND PAPER ARTICLES, PRINTED MATTER, PUBLICATIONS, STATIONERY, OFFICE REQUISITES (OTHER THEN FURNITURE)	
Remarks: CN TO LEP PROFIT INTERNATIONAL INC. 24MR1997							

Client Status Report

Client: LEPI LEP PROFIT INTERNATIONAL, INC.

Trademark Name	Matter Number	Application Number/Date	Registration Number/Date	Atty	Next Action(s)	Due Date(s)
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PROFIBYAR & DESIGN	LEPI-48112/0023	1,057,130 07-Jan-1976	1,057,130 24-Jan-1978	BRO	3 MOS. UNTIL RENEWAL DUE	07-Oct-2006
	Registered				1 MO. UNTIL RENEWAL DUE	07-Dec-2006

United Kingdom

Client Ref No: LEPI

Goods:

Remarks: CHANGE OF NAME RECORDED 8/1/83

C/N TP LEP PROFIT INTERNATIONAL INC. AND  
RECORDED 11MR1997

PROFITS SAVER (SM)

LEPI-48112/0013	603,511	1,427,842	ASH	RENEWAL DUE	03-Feb-2007
Registered	10-Jun-1986	03-Feb-1987		LATE RENEWAL DATE	03-May-2007

United States of America

Client Ref No: LEPI

Owner: LEPI  
Classes: IN 39

Remarks: ASSIGNED TO: LEP PROFIT INT'L. RECORDED:

TRANSPORTATION OF FREIGHT FOR OTHERS BY  
AIRPLANE AND TRUCK. 26JA1993 R/925 F/847

SEAQUEST LINE (logo)

LEPI-48112/0037	0729025	461,261	ASH	Next Renewal	18-May-2009
Registered	18-May-1989	18-May-1989	VER		

Benelux

Client Ref No: LEPI

Owner: LEPS  
Classes: IN 39  
Goods: Class : 39

Transport; packaging and storage of goods; travel  
arrangement. Remarks: NOT ORIGINALLY PROSECUTED BY AR&E. FAX  
TO ASSOC. FOR FILING & REG. PARTIC TO  
UPDATE RECORDS 7/11/00