

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GeoLogistics Corporation | | 12/28/2004 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Citicorp North America, Inc. as Administrative Agent | | |
| Street Address: | 390 Greenwich Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10013 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2721610 | GEOLOGISTICS | |
| Registration Number: | 2482744 | LOGISTICS FOR THE REAL WORLD | |
| Registration Number: | 2455693 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)310-8007 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | tina.sessions@weil.com | | |
| Correspondent Name: | Tina Sessions | | |
| Address Line 1: | 767 5th Avenue | | |
| Address Line 4: | New York, NEW YORK 10153 | | |
| NAME OF SUBMITTER: | Tina Sessions | | |
| Signature: | /Tina Sessions/ | | |
| Date: | 01/05/2005 | | |

CH \$90.00 2721610

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 CORPORATION,
as Grantor

By: 
Name: Stephen Bishop
Title: Executive VP, CFO

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: 0815

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 CORPORATION,
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: 113

Client: GECO GEOLOGISTICS CORPORATION

| Trademark Name | Matter Number Status | Application Number/Date | Registration Number/Date | Atty | Next Action(s) | Due Date(s) |
|--------------------------|--|----------------------------|-----------------------------|------------|--|---|
| GEOLOGISTICS | GECO-43768/0303 Registered | 75/423,383 15-Jan-1998 | 2,721,610 03-Jun-2003 | LOC BOL | Aff of Use - 5 Year AFF OF USE DUE IN 6 MOS. | 03-Jun-2008 03-Dec-2008 |
| United States of America | Owner: GECO Classes: IN 9, 36, 37, 39 | | | | Aff of Use - 6 Year 3 MONTHS UNTIL RENL. DUE 1 MONTH UNTIL RENL. DUE 15 DAYS UNTIL RENL. DUE First Renewal | 03-Jun-2009 03-Mar-2013 03-May-2013 19-May-2013 03-Jun-2013 |

Goods: CLASS : 9

COMPUTER SOFTWARE ENCOMPASSING THE OPERATIONS, HANDLING AND TRACKING OF FREIGHT AND COURIER CONSIGNMENTS, NAMELY SOFTWARE FOR MULTIMODAL CARGO BOOKING, TRACKING AND CREATING BILLS OF LADING, IMPORT AND EXPORT CUSTOMS ENTRIES, INVOICES AND CUSTOMIZED REPORTS TO AID FINANCIAL PLANNING; AND FOR PROVIDING DIRECT CUSTOMER ACCESS TO PARCELS AND LETTERS;

Remarks: RECORDED 2/22/99 R/F: 1861/0892 ASSIGNEE:
GEOLOGISTICS CORPORATION

CLASS : 36
CUSTOMS BROKERAGE SERVICES; FREIGHT INSURANCE SERVICES;

CLASS : 37
CONSTRUCTION SERVICES, NAMELY, PLANNING, LAYING OUT AND CUSTOM CONSTRUCTION OF FAIRS AND EXHIBITIONS;

CLASS : 39
FREIGHT FORWARDING SERVICES;

Client Status Report

Client: **GECO** **GEOLOGISTICS CORPORATION**

| Trademark Name | Matter Number | Application Number/Date | Registration Number/Date | Atty | Next Action(s) | Due Date(s) |
|----------------|---------------|-------------------------|--------------------------|------|----------------|-------------|
|----------------|---------------|-------------------------|--------------------------|------|----------------|-------------|

TRANSPROTATION AND CONVEYANCE; OTHER THAN PASSENGER CARRIAGE, BY AIR, LAND SEA AND INLAND WATERWAYS; CONTAINER, AND VESSEL CHARTER SERVICES FROM THIRD PARTIES FOR USE BY OTHERS; STORAGE AND WAREHOUSING; PRETRANSIT PACKAGING SERVICES AND COURIER SERVICES.

| | | | | | |
|---------------------|-----------------|--------|--------|------------------------------|-------------|
| GEOLOGISTICS | GECO-43768/0060 | 300890 | 300890 | LOC 3 MOS. UNTIL RENEWAL DUE | 24-May-2008 |
|---------------------|-----------------|--------|--------|------------------------------|-------------|

| | | | | | |
|--|------------|-------------|-------------|-----------------------------|-------------|
| | Registered | 22-Jan-1998 | 24-Aug-1998 | BOL 1 MO. UNTIL RENEWAL DUE | 24-Jul-2008 |
|--|------------|-------------|-------------|-----------------------------|-------------|

| | | | | | |
|---------|-------------|--|--|---------------------------|-------------|
| Uruguay | Owner: GECO | | | 15 DAYS UNTIL RENEWAL DUE | 09-Aug-2008 |
|---------|-------------|--|--|---------------------------|-------------|

| | | | | | |
|--|----------------------|--|--|-------------|-------------|
| | Classes: IN 9, IN 39 | | | RENEWAL DUE | 24-Aug-2008 |
|--|----------------------|--|--|-------------|-------------|

Goods: Class: IN 9

Remarks: CHANGE NAME FROM INTERNATIONAL LOGISTICS LIMITED TO GEOLOGISTICS CORPORATION WAS RECORDED 23DEC1998.

SCIENTIFIC NAUTICAL SURVEYING ELECTRIC PHOTOGRAPHIC CINEMATOGRAPHIC OPTICAL WEIGHING MEASURING SIGNALLING CHECKING (SUPERVISION) LIFE-SAVING & TEACHING APPARATUS & INSTRUMENTS; APPARATUS FOR RECORDING TRANSMISSION OR REPRODUCTION OF SOUND OR IMAGES; ETC.

Class: IN 39
TRANSPORTATION & STORAGE

Tuesday, October 26, 2004

Client Status Report

Page: 123

Client: GECO GEOLOGISTICS CORPORATION

| Trademark Name | Matter Number | Application Number/Date | Registration Number/Date | Atty | Next Action(s) | Due Date(s) |
|------------------------------|-----------------|-------------------------|--------------------------|------|---------------------|-------------|
| LOGISTICS FOR THE REAL WORLD | GECO-43768/0290 | Z 75/444,654 | 2,482,744 | LOC | Aff of Use - 5 Year | 28-Aug-2006 |
| | Registered | 04-Mar-1998 | 28-Aug-2001 | VER | Aff of Use - 6 Year | 28-Aug-2007 |
| | Owner: GECO | | | | First Renewal | 28-Aug-2011 |

United States of America
Client Ref No: LEPI

Classes: IN 9, IN 39
Goods: Class: IN 9

COMPUTER SOFTWARE ENCOMPASSING THE OPERATIONS, HANDLING AND TRACKING OF FREIGHT AND COURIER CONSIGNMENTS, NAMELY SOFTWARE FOR MULTIMODAL CARGO BOOKING, TRACKING AND CREATING BILLS OF LADING, IMPORT AND EXPORT CUSTOMS ENTRIES, INVOICES AND CUSTOMIZED REPORTS TO AID FINANCIAL PLANNING; AND FOR PROVIDING DIRECT CUSTOMER ACCESS

Remarks: --- Remark ---
RECORDED 2/22/99 R/F: 1861/0892 ASSIGNEE:
GEOLOGISTICS CORPORATION
WAS PREVIOUSLY 48112/30 (NOW DELETED OFF SYSTEM.

Class: IN 39
FREIGHT FORWARDING SERVICES;
TRANSPORTATION AND CONVEYANCE, OTHER THAN PASSENGER CARRIAGE, BY AIR, LAND, SEA AND INLAND WATERWAYS; CONTAINER, AND VESSEL CHARTER SERVICES FROM THIRD PARTIES FOR USE BY OTHERS; STORAGE AND WAREHOUSING; PERTRANSIT PACKAGING SERVICES AND COURIER SERVICES

Client: GECO GEOLOGISTICS CORPORATION

| Trademark Name | Matter Number | Status | Application Number/Date | Registration Number/Date | Atty | Next Action(s) | Due Date(s) |
|-------------------------|-----------------|--------|---------------------------|--------------------------|------|---------------------|-------------|
| OPEN OVAL DESIGN | GECO-43768/0289 | Z | 75/418,628 15-Jan-1998 | 2,455,693 29-May-2001 | LOC | Aff of Use - 5 Year | 29-May-2006 |
| | Registered | | | | BOL | Aff of Use - 6 Year | 29-May-2007 |
| | Owner: GECO | | | | VER | First Renewal | 29-May-2011 |

United States of America

Classes: IN 9, IN 36, IN 37, IN 39

Goods: Class: IN 9

COMPUTER SOFTWARE ENCOMPASSING THE OPERATIONS, HANDLING AND TRACKING OF FREIGHT AND COURIER CONSIGNMENTS, NAMELY SOFTWARE FOR MULTIMODAL CARGO BOOKING, TRACKING AND CREATING BILLS OF LADING, IMPORT AND EXPORT CUSTOMS ENTRIES, INVOICES AND CUSTOMER ACCESS TO PARCELS AND LETTERS

Remarks: CHANGE OF NAME RECORDED 2/22/99 R/F: 1861/0892 ASSIGNOR: INTERNATIONAL LOGISTICS LIMITED
PREVIOUSLY FILED UNDER 48112/29 (NOW DELETED FROM SYSTEM)

Class: IN 36

CUSTOMS BROKERAGE SERVICES; FREIGHT INSURANCE SERVICES

Class: IN 37

CONSTRUCTION SERVICES, NAMELY, PLANNING, LAYING OUT AND CUSTOM CONSTRUCTION OF FAIRS AND EXHIBITIONS

Class: IN 39

FREIGHT FORWARDING SERVICES; TRANSPORTATION AND CONVEYANCE, OTHER THAN PASSENGER CARRIAGE, BY AIR, LAND, SEA AND INLAND WATERWAYS; CONTAINER, AND VESSEL CHARTER SERVICES FROM THIRD PARTIES FOR USE BY OTHERS; STORAGE AND WAREHOUSING; PRETRANSIT PACKAGING