

09-22-2004

DEPARTMENT OF COMMERCE
Patent and Trademark Office



102841633

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TRADE

2004 SEP 20 PM 3:37

To the Director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

9.20.04

1. Name of conveying party(ies) Execution Date(s):

Air Road Express, Inc.

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

Citizenship (see guidelines) Indiana

Execution Date(s) September 1, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: LaSalle Bank National Association

Internal

Address:

Street Address: 135 S. LaSalle Street

City: Chicago

State: Illinois

Country: U.S. Zip: 60603

Association Citizenship national

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,236,620; 2,228,011

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Mark R. Galis

Internal Address: Greenberg Traurig, LLP

Suite 2500

Street Address: 77 W. Wacker Drive

City: Chicago

State: IL Zip: 60601

Phone Number: (312) 456-8400

Fax Number: (312) 456-8435

Email Address: galism@gtlaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-2428

Authorized User Name Mark R. Galis

9. Signature:

9/17/04

Signature

Date

Mark R. Galis

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/21/2004 00000029 2236620

40.00 DP
25.00 DP

01 FC:0521
02 FC:0522

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of September 1, 2004 by AIR ROAD EXPRESS, INC., an Indiana corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION (the "Bank").

RECITALS

A. The Grantor and/or its affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, service marks, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

D. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

AGREEMENTS

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing 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:

- (1) each trademark, service mark and trademark or service mark application, including, without limitation, each trademark, service mark and trademark or service mark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark or service mark license, including, without limitation, each trademark or service mark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark or service mark referred to in Schedule 1 annexed hereto, any trademark service mark issued

pursuant to a trademark or service mark application referred to in Schedule 1 and any trademark or service mark licensed under any trademark or service mark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

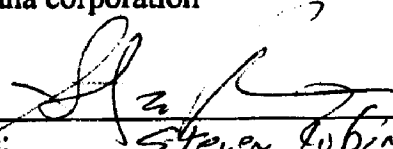
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]


The Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AIR ROAD EXPRESS, INC., an
Indiana corporation

By: 
Title: STEVEN ROBINSON
PRESIDENT

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION

By: 
Title: First Vice Pres.

*Signature Page to Intellectual Property
Security Agreement*

SCHEDULE 1
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks, Service Marks, Trademark or Service Mark Applications and Trademark or Service Mark Licenses

Trademark or Service Mark	Trademark or Service Mark Application Number	Trademark or Service Mark Registration Number	Date of Application	Date of Registration
Air Road (and design)		2,236,620		
Air Road		2,228,011		

SCHEDULE 2
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

None.

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