Form PTO-1594 (Rev. 06/04)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

LASALLE BUSINESS CREDIT, LLC

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

Citizenship (see guidelines) USA

Execution Date(s) April 6, 2005

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Patriarch Partners Agency Services, LLC

Internal Address:

Street Address: 112 South Tryon Street, Suite 700

City: Charlotte

State: North Carolina

Country: USA Zip: 28284

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship Delaware
☐ Corporation Citizenship
☒ Other LLC Citizenship USA

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)

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

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)

Registration Number: 2,166,224

Additional sheet(s) attached? ☒ Yes ☐ No

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

FREIGHTSOFT

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

Name: Stanley Tobias

Internal Address: Richards Spears Kibbe & Orbe LLP
29th Floor

Street Address: One World Financial Center

City: New York

State: New York Zip: 10281

Phone Number: 212-530-1800

Fax Number: 212-530-1801

Email Address: stobias@rsko.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 40.00

☐ 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 503433

Authorized User Name Stanley Tobias

9. Signature: Stanley Tobias
Signature

April 11, 2005
Date

Stanley Tobias
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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

CH $40.00 503433 2166224

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Assignment") is dated as of April 6, 2005 and made by LASALLE BUSINESS CREDIT, LLC (successor by merger to LASALLE BUSINESS CREDIT, INC.) ("LaSalle") in favor of Patriarch Partners Agency Services, LLC ("Patriarch"), as agent to the Successor Lender referred to below.

WHEREAS, LaSalle, as lender, and the Loan Parties, as defined therein, as borrowers, are parties to that certain Loan and Security Agreement, dated as of May 15, 2002 (as amended, modified supplemented and restated from time to time, the "Loan Agreement");

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of May 15, 2002 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), M.G.R., INC., D/B/A AIR PLUS LIMITED ("MGR"), a Loan Party under the Loan Agreement, assigned and granted to LaSalle a continuing security interest and lien on all of MGR's right, title and interest in and to all of its trademarks, including, without limitation, the trademarks registered/filed with the United States Patent and Trademark Office listed on Exhibit A attached hereto (collectively, all of such security interests and liens of LaSalle in and to such trademarks of MGR, the "Trademark Rights");

WHEREAS, pursuant to that certain Assignment and Acceptance, dated as of April 6, 2005, among LaSalle, as assignor, Zohar II 2005-1, Limited (the "Successor Lender"), as assignee, and the Loan Parties (including MGR), LaSalle irrevocably sold and assigned to the Successor Lender, and the Successor Lender irrevocably purchased and assumed from LaSalle, all of LaSalle's right, title and interest in, to and under, among other things, the Loan Agreement and the Trademark Security Agreement, including the Trademark Rights;

WHEREAS, LaSalle's Trademark Rights were recorded with the United States Patent and Trademark Office on June 19, 2002 under Reel/Frame 002531/0160; and

WHEREAS, the parties now wish to effectuate the assignment of the Trademark Rights from LaSalle to Patriarch, as the agent for the Successor Lender, by filing this Assignment with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LaSalle hereby assigns, grants and transfers unto Patriarch, as the agent for the Successor Lender, the Trademark Rights.

LaSalle hereby requests the Commissioner of Patents and Trademarks to record Patriarch as the assignee of the Trademark Rights.

[Remainder of page intentionally left blank; signatures follow on next page]

IN WITNESS WHEREOF, LaSalle has executed this Assignment of Security Interest in Trademarks as of this 6th day of April, 2005.

LASALLE BUSINESS CREDIT, LLC

By: William H. Moul, Jr.
Name: William H. Moul, Jr.
Title: Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia) ss:

On this 6th day of April, 2005, there appeared before me William H. Moul, Jr. personally known to me (or proved to me on the basis of satisfactory evidence), who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of LaSalle Business Credit, LLC.

Anne L. Gromball
Notary Public

NOTARIAL SEAL
ANNE L. GROMBALL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 30, 2006

NY298736.2/2047-00026

EXHIBIT A

TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
FREIGHTSOFT	2,166,224	June 16, 1998