Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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: 2,158,465

Additional sheet(s) attached? ☒ Yes ☐ No

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

TRANSPORT SPECIALISTS DESIGN LOGO

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 — April 21, 2005
Signature — 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 2158465

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 and Service Mark Security Agreement, dated as of October 1, 2002 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), STONEPATH LOGISTICS GOVERNMENT SERVICES, INC., f/k/a Transport Specialists, Inc., ("Government Services"), a Loan Party under the Loan Agreement, assigned and granted to LaSalle a continuing security interest and lien on all of Government Services' 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 Government Services, 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 Government Services), 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 January 16, 2003 under Reel/Frame 002652/0985; 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
) ss:
COUNTY OF Philadelphia

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

EXHIBIT A

TRADEMARK REGISTRATIONS

Service Mark Description	Registration Number	Registration Date
Transport Specialists Design Logo	2,158,465	May 19, 1998