

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
Ozburn-Hessey Logistics, LLC		08/10/2005	Limited Liability Company: TENNESSEE

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC. AS THE ADMINISTRATIVE AGENT
Street Address:	One Pierrepont Plaza, 7th Floor
Internal Address:	300 Cadman Plaza West
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78490179	OH
Serial Number:	78490080	OH LOGISTICS
Serial Number:	78490030	OHL
Serial Number:	78490062	OZBURN-HESSEY LOGISTICS
Serial Number:	78489997	LOCALLY FOCUSED. REGIONALLY POSITIONED. NATIONALLY INTEGRATED.

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-701-7237
 Email: cdore@mayerbrownrowe.com
 Correspondent Name: Christopher Dore
 Address Line 1: 71 South Wacker Drive
 Address Line 2: Mayer Brown Rowe & Maw LLP

OP \$140.00 78490179

Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:

Christoher Dore

Signature:

/Christohper Dore/

Date:

08/15/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 10, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, this "Agreement"), is made by Ozburn-Hessey Logistics, LLC, a Tennessee limited liability company (the "Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as the administrative agent (together with its successors thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of August 10, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among OHH Acquisition Company, as a Guarantor, Ozburn-Hessey Holding Company LLC, as the Borrower, the Lenders, the Administrative Agent, the Co-Administrative Agent and Bear Stearns Corporate Lending Inc., as the Syndication Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of August 10, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest in and to the following property, whether now or hereafter existing, owned, adopted or acquired by the Grantor, and wherever located (the "Trademark Collateral")

(a) (i) all of its Trademarks, including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing,

including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto; and

(c) all Proceeds of, and rights associated with, the foregoing, including the right to sue third parties for past, present or future infringement or dilution of any Trademark or for breach of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

OZBURN-HESSEY LOGISTICS, LLC

By: Gary Kimball
Name: GARY KIMBALL
Title: VP + CFO

Trademark Security Agreement

TRADEMARK
REEL: 003140 FRAME: 0829


SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Trademark Registrations

None.

Trademark Applications for Registration

Mark	Serial No.	Status	File Date	Applicant
	78/490179	Pending	September 27, 2004	Ozburn-Hessey Logistics, LLC
OH LOGISTICS	78/490080	Pending	September 27, 2004	Ozburn-Hessey Logistics, LLC
OHL	78/490030	Pending	September 27, 2004	Ozburn-Hessey Logistics, LLC
OZBURN-HESSEY LOGISTICS	78/490062	Pending	September 27, 2004	Ozburn-Hessey Logistics, LLC
LOCALLY FOCUSED, REGIONALLY POSITIONED, NATIONALLY INTEGRATED	78/489997	Pending	September 27, 2004	Ozburn-Hessey Logistics, LLC

Domain Name Registrations

Domain Name	Owner/Registrant	Registrar	Expiration Date
logistics-technologies.com	Ozburn-Hessey Logistics 633 Thompson Lane Nashville, TN	Network Solutions, Inc.	02/14/07

Domain Name	Owner/Registrant	Registrar	Expiration Date
logisticstechnologies.com	Ozburn-Hessey Logistics 633 Thompson Lane Nashville TN	Network Solutions, Inc.	02/14/06
ohlogistics.com	Ozburn-Hessey Logistics 633 Thompson Lane Nashville TN	Network Solutions, Inc.	12/17/05
owendist.com	Ozburn-Hessey Logistics 633 Thompson Lane Nashville TN	Network Solutions, Inc.	11/19/2010
ozburnhessey.com	Ozburn-Hessey Logistics 633 Thompson Lane Nashville TN	Network Solutions, Inc.	03/21/06
mhrweb.com	Material Handling Resources 7355 Cockrill Bend Blvd Nashville, TN	Network Solutions, Inc.	02/06/06
ltlshipping.com	Lanter Logistics Inc. 1600 Wayne Lanter Ave. Madison, IL	Network Solutions, Inc.	08/03/07
lanter.com	Lanter Logistics Inc. 1600 Wayne Lanter Ave. Madison, IL	Network Solutions, Inc.	06/11/08
mhrparts.com	Robert Stevens	Network Solutions LLC	5/5/06
mhrrentals.com	Robert Stevens	Network Solutions LLC	5/5/06
mhrservice.com	Robert Stevens	Network Solutions LLC	5/5/06
odcil.com	ODC Integrated Logistics	Network Solutions LLC	3/5/11
ozburn-hessey.com	Robert Stevens	Network Solutions LLC	5/5/06
synapse-wms.com	Ozburn-Hessey Logistics	Network Solutions LLC	2/14/07
synapseonline.com	Ozburn-Hessey Logistics	Network Solutions LLC	2/14/07
synapsewms.com	Ozburn-Hessey	Network	2/14/07

Domain Name	Owner/Registrant	Registrar	Expiration Date
	Logistics	Solutions LLC	
lanterdist.com	Lanter Logistics Inc.	Network Solutions LLC	11/5/07
lanterdistributing.com	Lanter Logistics Inc.	Network Solutions LLC	11/5/07
ohlsynapse.com	Ozburn-Hessey Logistics	Network Solutions LLC	2/14/07
lanterlogistics.com	Lanter Logistics Inc.	Network Solutions LLC	12/18/06
ozburn-hesseycompanies.com	Ozburn-Hessey Logistics	Network Solutions LLC	5/5/06
ozburnhesseycompanies.com	Ozburn-Hessey Logistics	Network Solutions LLC	5/5/06
proventurecommercial.com	Proventure Commercial Real Estate	Network Solutions LLC	11/19/10
psi-jobs.com	Personnel Services, Inc.	Network Solutions LLC	6/8/06
pvcrc.com	Proventure Commercial Real Estate	Network Solutions LLC	5/30/11

Item B. Trademark Licenses

None.