

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arnold Transportation Services, Inc.		12/08/2004	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LaSalle Bank National Association		
<b>Street Address:</b>	135 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2060203	SILVEREAGLE TRANSPORT, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)840-7884		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 840-7860		
<b>Email:</b>	mmurphy@jenner.com		
<b>Correspondent Name:</b>	Mariann R. Murphy		
<b>Address Line 1:</b>	One IBM Plaza		
<b>Address Line 2:</b>	Jenner & Block LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>NAME OF SUBMITTER:</b>	Mariann R. Murphy		
<b>Signature:</b>	/Mariann R. Murphy/		
<b>Date:</b>	09/07/2005		

CH \$40.00 2060203

**Total Attachments: 8**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 8, 2004, by ARNOLD TRANSPORTATION SERVICES, INC., a Pennsylvania corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

### RECITALS

A. ATS Merger Co., a Delaware corporation (the "Merger Sub"), and ATS Acquisition Holding Co., a Delaware corporation (the "Parent Guarantor"), have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Merger Sub and/or its affiliates.

B. Each of the Merger Sub and the Parent Guarantor has entered into that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. The Merger Sub has agreed to purchase certain membership interests of Arnold Holdings, LLC, a Delaware limited liability company (the "Holding Company"), and, immediately thereafter, shall merge with and into the Holding Company with the Holding Company as the surviving entity and thereafter becoming a wholly-owned subsidiary of the Parent Guarantor (the "Acquisition Merger"), pursuant to the terms and provisions of that certain Purchase and Merger Agreement dated as of October 21, 2004 (as amended, restated, supplemented or otherwise modified in accordance with the Credit Agreement, the "Purchase Agreement");

D. Arnold Transportation Holdings, Inc., a Delaware corporation ("Arnold Holdings"), is the wholly-owned subsidiary of the Holding Company and the Grantor is the wholly-owned subsidiary of Arnold Holdings;

E. Concurrently with the Acquisition Merger, the Holding Company, Arnold Holdings and the Grantor shall execute and deliver to the Administrative Agent and the Lenders an Assumption, Joinder and Reaffirmation Agreement, pursuant to which (a) the Holding Company shall assume all of the rights, obligations and duties of the Merger Sub under, and will be deemed to be a party in place and stead of the Merger Sub to, the Credit Agreement and each of the other Loan Documents to which the Merger Sub was a party, in each case, for all purposes as if it had executed the Credit Agreement and such Loan Documents in the place and stead of the Merger Sub and (b) Arnold Holdings and the Grantor shall become a party to, and be bound by, the Credit Agreement, the Guaranty and Collateral Agreement and the other Loan Documents;

F. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

G. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, 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, 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 Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, 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 and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark 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 referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark 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 Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

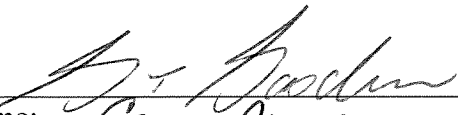
Each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ARNOLD TRANSPORTATION SERVICES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

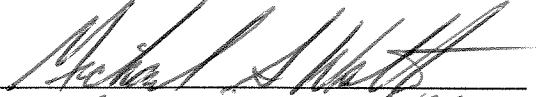
By:   
Name: GREGORY GASLER  
Title: FIRST VICE PRESIDENT

*Signature Page to Patent & Trademark  
Security Agreement*

**TRADEMARK  
REEL: 003154 FRAME: 0442**

Each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ARNOLD TRANSPORTATION SERVICES, INC.

By:   
Name: MICHAEL S. WAURIS  
Title: PRESIDENT C.E.O.

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

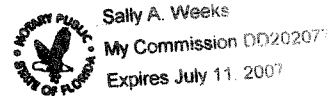
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Security Agreement*

**TRADEMARK  
REEL: 003154 FRAME: 0443**

STATE OF FLORIDA  
COUNTY OF DUVAL ) ss

On this 8<sup>th</sup> day of December, 2004, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

  
\_\_\_\_\_  
Notary Public



*Signature Page to Patent & Trademark  
Security Agreement*

**TRADEMARK  
REEL: 003154 FRAME: 0444**



SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

<b>Trademark Number</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
73801003	N/A	2060203	May 18, 1989	May 13, 1997

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

None