

**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>
Distribution Solutions International, Inc.		09/09/2005	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	D.B. Zwirn Special Opportunities Fund, L.P., as collateral agent		
<b>Street Address:</b>	745 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10151		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78449972	DSI	
<b>Registration Number:</b>	2064539	LOGITRACK	
<b>Serial Number:</b>	74733396	DISTRIBUTION SOLUTIONS	
<b>Serial Number:</b>	78565500	ROBORATE	
<b>Serial Number:</b>	78646959	RUN WITH THE LEADER	
<b>Serial Number:</b>	78568736	PASS-THRU PRICING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2127562388		
<b>Email:</b>	daniel.angel@srz.com		
<b>Correspondent Name:</b>	Daniel Angel, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		

**CH \$165.00 78449972**

NAME OF SUBMITTER:	Daniel Angel, Esq. (017962/0018)
Signature:	/sas for da/
Date:	09/12/2005
Total Attachments: 4 source=Priority1#page1.tif source=Priority1#page2.tif source=Priority1#page3.tif source=Priority1#page4.tif	

GRANT OF A SECURITY INTEREST  
TRADEMARKS

WHEREAS, Distribution Solutions International, Inc., a Michigan corporation ("Grantor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Joinder Agreement and First Amendment to Amended and Restated Financing Agreement, dated September 9, 2005, pursuant to which the Grantor has been joined to that certain Amended and Restated Security Agreement, dated as of October 28, 2004 (as amended, restated, supplemented or otherwise modified as replaced from time to time, the "Security Agreement"), in favor of D.B. Zwirn Special Opportunities Fund, L.P., as collateral agent for certain lenders (in such capacity, together with any successors and assigns, "Grantee");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee for the benefit of the lenders a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "IP Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, and grants to Grantee for the benefit of the Lenders, the Agents and the Bank Product Providers (as such terms are defined in the Security Agreement), a continuing security interest in the IP Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

*Remainder of page intentionally left blank; signature page follows.*

IN WITNESS WHEREOF, Grantor has caused this Grant of a Security Interest Trademarks to be duly executed by its officer thereunto duly authorized as of September 9, 2005.

DISTRIBUTION SOLUTIONS  
INTERNATIONAL, INC.

By: \_\_\_\_\_

Name:

Title:



SCHEDULE 1A  
U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>Mark</u>	<u>Reg. No. / App. No.</u>
DSI and design	78/449,972
LOGITRACK	2,064,539
DISTRIBUTIONS SOLUTIONS	74/733,396
ROBORATE	78/565,500
PASS-THRU PRICING	78/568,736
RUN WITH THE LEADER	78/646,959