

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
Comcar Industries, Inc.		10/18/2005	CORPORATION: FLORIDA
Coastal Transport, Inc.		10/18/2005	CORPORATION: GEORGIA
Commercial Carrier Corporation		10/18/2005	CORPORATION: FLORIDA
Commercial Truck & Trailer Sales, Inc.		10/18/2005	CORPORATION: FLORIDA
CTL Distribution, Inc.		10/18/2005	CORPORATION: FLORIDA
Willis Shaw Express, Inc.		10/18/2005	CORPORATION: ARKANSAS
Midwest Coast Transport, Inc.		10/18/2005	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Marathon Structured Finance Fund, L.P.
Street Address:	461 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2639627	COMCAR INDUSTRIES
Registration Number:	2635323	CT COASTAL TRANSPORT
Registration Number:	2659475	CCC COMMERCIAL CARRIER CORPORATION
Registration Number:	2666549	CTTS COMMERCIAL TRUCK & TRAILER SALES
Registration Number:	2669159	CTL CTL DISTRIBUTION
Registration Number:	2645803	WSE WILLIS SHAW EXPRESS
Registration Number:	2838741	CHTL CLAY HYDER TRUCKING LINES
Registration Number:	2814911	MCT MIDWEST COAST TRANSPORT

CH \$215.00 2639627

900034337

TRADEMARK
REEL: 003178 FRAME: 0071

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2127562388

Email: daniel.angel@srz.com

Correspondent Name: Daniel Angel, Esq.

Address Line 1: 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

050576/0004

NAME OF SUBMITTER:

Daniel Angel, Esq. (050576/0004)

Signature:

/sas for da/

Date:

10/19/2005

Total Attachments: 8

source=Comcar Trademark Security Agmt #page1.tif

source=Comcar Trademark Security Agmt #page2.tif

source=Comcar Trademark Security Agmt #page3.tif

source=Comcar Trademark Security Agmt #page4.tif

source=Comcar Trademark Security Agmt #page5.tif

source=Comcar Trademark Security Agmt #page6.tif

source=Comcar Trademark Security Agmt #page7.tif

source=Comcar Trademark Security Agmt #page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of October, 2005, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor"), and MARATHON STRUCTURED FINANCE FUND, L.P., in its capacity as administrative agent for the Lenders (as defined below) (together with its successors, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Comcar Industries, Inc., a Florida corporation (the "Company"), the Subsidiaries of the Company identified on the signature pages thereto as borrowers (collectively referred to as the "Subsidiary Borrowers" and, the Company and the Subsidiary Borrowers are collectively referred to as the "Borrowers" or individually referred to as a "Borrower"), the Subsidiaries of the Company identified on the signature pages thereto as guarantors (the "Guarantors"), the financial institutions party thereto as Lenders ("Lenders") and Marathon Structured Finance Fund, L.P., as Administrative Agent, the Lenders are willing to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Lenders, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Administrative Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest (subject to the terms of the Intercreditor Agreement) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those Trademark Licenses, registered Trademarks and material non-registered Trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section 4, the Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMCAR INDUSTRIES, INC.
CCC MANAGEMENT SERVICES, INC.
CHEMICAL TANK LINES, INC.
CLAY HYDER TRUCKING LINES, INC.
COASTAL TRANSPORT, INC.
COMCAR HOLDINGS, INC.
COMCAR PROPERTIES, INC.
COMCAR SERVICES, INC.
COMCAR TRAINING SERVICES, INC.
COMMERCIAL AUTO PARTS, INC.
COMMERCIAL CARRIER CORPORATION
COMMERCIAL TRUCK & TRAILER SALES, INC.
CTL DISTRIBUTION, INC.
DETSO TERMINALS, INC.
FLORIDA CONTRACT SERVICES, INC.
MD TRANSPORT SYSTEMS, INC.
MIDWEST COAST TRANSPORT, INC.
WILLIS SHAW EXPRESS, INC.
WILLIS SHAW LOGISTICS, INC.

Sworn to and subscribed before me
this 12th day of October, 2005.

NOTARY PUBLIC

Heather Skinn

My Commission Expires:

NOTARY PUBLIC FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES MAY 02, 2008

By: _____

Name: Robert Y. Fox

Title: Acting Secretary

[Signatures Continued On Following Pages]

COASTAL TRANSPORT LOGISTICS, LLC
COMMERCIAL CARRIER LOGISTICS, LLC
CTL DISTRIBUTION LOGISTICS, LLC
CTTS LEASING, LLC
MIDWEST COAST LOGISTICS, LLC
WILLIS SHAW LOGISTICS, LLC
CCC TRANSPORTATION, LLC
CT TRANSPORTATION, LLC
CTL TRANSPORTATION, LLC
MCT TRANSPORTATION, LLC
WSE TRANSPORTATION, LLC
1ST STREET SOUTH LAKE WALES, LLC
9TH PLACE NEWBERRY, LLC
16TH STREET POMPANO BEACH, LLC
144 W. LAND STREET TAFT, LLC
220 W. LAND STREET TAFT, LLC
523 OYSTER CREEK TEXAS, LLC
ADJACENT LAND MADISON ROAD MOCKSVILLE, LLC
ALABAMA HIGHWAY BRIDGEPORT, LLC
BONNIE MINE ROAD MULBERRY, LLC
CHANNEL AVENUE MEMPHIS, LLC
CHARLOTTE AVENUE AUBURNDALE, LLC
CORTEZ BOULEVARD BROOKSVILLE, LLC
EAST BROADWAY TAMPA, LLC
EAST COLUMBUS DRIVE TAMPA, LLC
ELTHAM ROAD WEST POINT, LLC
HIGHWAY 11 NICHOLSON, LLC
HIGHWAY 41 PALMETTO, LLC
LOUISIANA HIGHWAY ST. GABRIEL, LLC
MADISON ROAD MOCKSVILLE, LLC
NEPTUNE ROAD AUBURNDALE, LLC
NEW BERLIN ROAD JACKSONVILLE, LLC

Sworn to and subscribed before me
this 15th day of October, 2005.

NOTARY PUBLIC

Heather Skinner

By: _____

Robert Y. Fox

Name: Robert Y. Fox

Title: Manager

My Commission Expires:

NOTARY PUBLIC FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES MAY 02, 2008

[Signatures Continued On Following Pages]

NEW KINGS ROAD JACKSONVILLE, LLC
NORTH ELM STREET ELM SPRINGS, LLC
OLD WINTER HAVEN ROAD AUBURNDALE, LLC
POWER LINE STREET CRYSTAL RIVER, LLC
RANGE LINE ROAD MOBILE, LLC
SIOUX FALLS, LLC
SOUTH F.M. AMARILLO, LLC
SOUTH FEDERAL WAY BOISE, LLC
TRICITY AVENUE COCOA, LLC
TWO NOTCH ROAD LEXINGTON, LLC
W. AIRPORT BLVD. SANFORD, LLC
FORREST PARK ROAD ATLANTA, LLC
GRANGE ROAD PORT WENTWORTH, LLC
INDUSTRIAL PARK BOULEVARD WARNER-ROBBINS, LLC

Sworn to and subscribed before me
this 18th day of October, 2005.
NOTARY PUBLIC

Heather Skinner

My Commission Expires:

**NOTARY PUBLIC FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES MAY 02, 2008**

Sworn to and subscribed before me

this ____ day of _____, 2005.

NOTARY PUBLIC

My Commission Expires:

By: *Robert Y. Fox*

Name: Robert Y. Fox

Title: Manager

MARATHON STRUCTURED FINANCE FUND, L.P., as
Administrative Agent

By: Marathon Asset Management, LLC, its Investment
Manager and Authorized Signatory

By: _____

Name:

Title:

NEW KINGS ROAD JACKSONVILLE, LLC
NORTH ELM STREET ELM SPRINGS, LLC
OLD WINTER HAVEN ROAD AUBURNDALE, LLC
POWER LINE STREET CRYSTAL RIVER, LLC
RANGE LINE ROAD MOBILE, LLC
SIOUX FALLS, LLC
SOUTH F.M. AMARILLO, LLC
SOUTH FEDERAL WAY BOISE, LLC
TRICITY AVENUE COCOA, LLC
TWO NOTCH ROAD LEXINGTON, LLC
W. AIRPORT BLVD. SANFORD, LLC
FORREST PARK ROAD ATLANTA, LLC
GRANGE ROAD PORT WENTWORTH, LLC
INDUSTRIAL PARK BOULEVARD WARNER-ROBBINS, LLC

Sworn to and subscribed before me
this _____ day of _____, 2005.
NOTARY PUBLIC

My Commission Expires:

By: _____

Name: Robert Y. Fox

Title: Manager

Sworn to and subscribed before me

this 18th day of October, 2005.

NOTARY PUBLIC

My Commission Expires:

March 29, 2008

CHRISTINE CHARTOUNI
Notary Public, State of New York
No. 02CH6107439
Qualified in New York County
Commission Expires March 29, 2008

MARATHON STRUCTURED FINANCE FUND, L.P., as
Administrative Agent

By: Marathon Asset Management, LLC, its Investment
Manager and Authorized Signatory

By: Andrew Rabinowitz

Name:

Title:

ANDREW RABINOWITZ, CPA, ESQ.
CHIEF FINANCIAL OFFICER
CHIEF OPERATING OFFICER
AUTHORIZED SIGNATORY

Trademark Security Agreement

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Name of Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Comcar Industries, Inc.	USA	COMCAR INDUSTRIES and Design	2,639,627	10/22/02
Coastal Transport, Inc.	USA	CT COASTAL TRANSPORT and Design	2,635,323	10/15/02
Commercial Carrier Corporation	USA	CCC COMMERCIAL CARRIER CORPORATION and Design	2,659,475	12/10/02
Commercial Truck & Trailer Sales, Inc.	USA	CTTS / COMMERCIAL TRUCK & TRAILER SALES and Design	2,666,549	12/24/02
CTL Distribution, Inc.	USA	CTL CTL DISTRIBUTION and Design	2,669,159	12/31/02
Willis Shaw Express, Inc.	USA	WSE WILLIS SHAW EXPRESS and Design	2,645,803	11/05/02
Comcar Industries, Inc.	USA	CHTL CLAY HYDER TRUCK LINES, INC. and Design	2,838,741	05/04/04
Midwest Coast Transport, Inc.	USA	MCT MIDWEST COAST TRANSPORT and Design	2,814,911	02/17/04

Trademark Applications

None.

Trade Names

Comcar Industries, Inc.
CCC Management Services, Inc.
Chemical Tank Lines, Inc.
Clay Hyder Trucking Lines, Inc.
Coastal Transport, Inc.
Comcar Holdings, Inc.
Comcar Properties, Inc.
Comcar Services, Inc.
Comcar Training Services, Inc.
Commercial Auto Parts, Inc.
Commercial Carrier Corporation
Commercial Truck & Trailer Sales, Inc.
CTL Distribution, Inc.
Detsco Terminals, Inc.

Florida Contract Services, Inc.
MD Transport Systems, Inc.
Midwest Coast Transport, Inc.
Willis Shaw Express, Inc.
Willis Shaw Logistics, Inc.

Common Law Trademarks

None.

Trademarks Not Currently In Use

<u>Name of Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
Comcar Logistics, Inc.	USA	CL COMCAR LOGISTICS and Design	78-063,870	Inactive and Abandoned

Trademark Licenses

CHTL Trademark License Agreement dated as of February 25, 2004 by and among Comcar Industries, Inc., CHTL Trucking, LLC and CHTL Logistics, LLC.