

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Auto Logistics Group, LLC		10/26/2005	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	The Patriot Group, LLC		
Street Address:	One Thorndale Circle		
City:	Darien		
State/Country:	CONNECTICUT		
Postal Code:	06820		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1917245	KAR-TAINER	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	80 State Street		
Address Line 2:	6th Floor		
Address Line 4:	Albany, NEW YORK 12207		
NAME OF SUBMITTER:	Christine Wilson		
Signature:	/CHRISTINE WILSON/		
Date:	11/18/2005		

CH \$40.00 1917245

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of October 26, 2005, is made by Auto Logistics Group, LLC (the "Grantor"), in favor of THE PATRIOT GROUP, LLC, a Delaware limited liability company ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated the date hereof by and among Lender, Grantor, and the other parties thereto, Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loan to the Grantor; and

WHEREAS, Grantor directly benefits from the Loan and in order to induce Lender to enter into the Loan Agreement and other Loan Documents and to induce Lender to make the Loan as provided for in the Loan Agreement, Grantor desires to grant a continuing Lien on the Intellectual Property Collateral to Lender, to secure all of the Obligations;

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, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.

(a) To secure the prompt and complete payment, performance and observance of all the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of Grantor and whether owned or consigned by or to, or licensed from or to, Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party;

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

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

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Lender as aforesaid, Grantor hereby grants to Lender a right of setoff, against the property of such Grantor held by Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Lender, for any purpose, including safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Grantor, jointly and severally, represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or registered Copyright except as set forth in Schedule I and Schedule II hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements as provided in the Security Agreement, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and registered Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon the proper filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, for Grantor, as applicable and the filing of appropriate financing statements pursuant to the Security Agreement, all action necessary or otherwise requested by Lender to protect and perfect its Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms the representations, warranties, covenants, rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby as 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.

5. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor or any Guarantor for liquidation or reorganization, should Grantor or any

Guarantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's or any Guarantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

6. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in the Loan Agreement (or such other address as may be substituted by notice given in the manner required by the Loan Agreement), and given in the manner required by the Loan Agreement.

7. TERMINATION OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT. This Intellectual Property Security Agreement shall terminate upon the date that all Obligations of the Grantor to the Lender have been satisfied and extinguished.

8. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

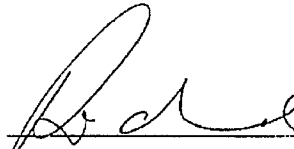
9. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:

AUTO LOGISTICS GROUP, LLC

By:  _____
Richard Cox, President and CEO

Acknowledged and Agreed

THE PATRIOT GROUP, LLC

By: _____
Jonathan Kane, Managing Director

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
)
COUNTY OF Gwinnett) ss.

On this 26th day of October, 2005 before me personally appeared Richard Cox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Auto Logistics Group, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Members and that he acknowledged said instrument to be the free act and deed of said corporation.

Elizabeth Meadows
Notary Public

ELIZABETH MEADOWS
Notary Public, Gwinnett County, Georgia
My Commission Expires August 23, 2009

{seal}

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

GRANTOR:

AUTO LOGISTICS GROUP, LLC

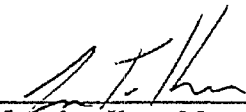
By: _____

Richard Cox, President and CEO

Acknowledged and Agreed

THE PATRIOT GROUP, LLC

By: _____


Jonathan Kane, Managing Director

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

As more fully described on the attached table.

II. PATENT APPLICATIONS

None.

III. PATENT LICENSES

None.

Table of Patents

Patents			
IMATTERNO	COUNTRY ID	PATENT NO	TITLE
KAR1.BW	BW Botswana	P866	FRAME STRUCTURE AND METHOD FOR PACKING VEHICLE BODIES
KAR1.NA	NA Namibia	95/0017	FRAME STRUCTURE AND METHOD FOR PACKING VEHICLE BODIES
KAR1.CON	US United States	5,769,591	FRAME STRUCTURE AND METHOD FOR PACKING VEHICLE BODIES
KAR1.ZA	ZA South Africa	93/0891	FRAME STRUCTURE AND METHOD FOR PACKING VEHICLE BODIES
KAR2	US United States	5,547,333	METHOD FOR PACKING VEHICLE BODIES IN A TRANSPORT CONTAINER
KAR3	US United States	5,924,248	COLLAPSIBLE FRAME DEVICE
KAR3.AR	AR Argentina		COLLAPSIBLE FRAME DEVICE
KAR3.BR	BR Brazil	9609678-0	COLLAPSIBLE FRAME DEVICE
KAR3.BW	BW Botswana	03/00048	COLLAPSIBLE FRAME DEVICE
KAR3.DE	DE Germany	69618602.0	COLLAPSIBLE FRAME DEVICE
KAR3.DK	DK Denmark	0842341	COLLAPSIBLE FRAME DEVICE
KAR3.ES	ES Spain	0842341	COLLAPSIBLE FRAME DEVICE
KAR3.FI	FI Finland	0842341	COLLAPSIBLE FRAME DEVICE
KAR3.FR	FR France	0842341	COLLAPSIBLE FRAME DEVICE
KAR3.GB	GB Great Britain	0842341	COLLAPSIBLE FRAME DEVICE
KAR3.GR	GR Greece	0842341	COLLAPSIBLE FRAME DEVICE
KAR3.IE	IE Ireland	0842341	COLLAPSIBLE FRAME DEVICE
KAR3.IT	IT Italy	0842341	COLLAPSIBLE FRAME DEVICE
KAR3.JPO	JP Japan		COLLAPSIBLE FRAME DEVICE
KAR3.KOR	KR Korea	0450009	COLLAPSIBLE FRAME DEVICE
KAR3.MX	MX Mexico	214465	COLLAPSIBLE FRAME DEVICE
KAR3.NA	NA Namibia	96/0076	COLLAPSIBLE FRAME DEVICE
KAR3.NL	NL Netherlands	0842341	COLLAPSIBLE FRAME DEVICE
KAR3.PT	PT Portugal	0842341	COLLAPSIBLE FRAME DEVICE
KAR3.SE	SE Spain	0842341	COLLAPSIBLE FRAME DEVICE
KAR3.ZA	ZA South Africa	96/6378	COLLAPSIBLE FRAME DEVICE
KAR5.NA	NA Namibia	97/0015	ADJUSTABLE FRAME DEVICE
KAR5.ZA	ZA South Africa	97/0661	ADJUSTABLE FRAME DEVICE
KAR4.DE	DE Germany	69821968.6	COLLAPSIBLE VEHICLE TRANSPORTATION FRAME
KAR4.ES	ES Spain	1027513	COLLAPSIBLE VEHICLE TRANSPORTATION FRAME
KAR4.FR	FR France	1027513	COLLAPSIBLE VEHICLE TRANSPORTATION FRAME
KAR4.GB	GB Great Britain	1027513	COLLAPSIBLE VEHICLE TRANSPORTATION FRAME
KAR4.IN	IN India		COLLAPSIBLE VEHICLE TRANSPORTATION FRAME
KAR4.IT	IT Italy	1027513	COLLAPSIBLE VEHICLE TRANSPORTATION FRAME
KAR4.MY	MY Malaysia		COLLAPSIBLE VEHICLE TRANSPORTATION FRAME
KAR4.PT	PT Portugal	1027513	COLLAPSIBLE VEHICLE TRANSPORTATION FRAME
KAR4.SE	SE Spain	1027513	COLLAPSIBLE VEHICLE TRANSPORTATION FRAME
KAR4	US United States	6,010,285	COLLAPSIBLE VEHICLE TRANSPORTATION FRAME
KAR6.EP	EP Europe		MULTIPLE AUTOMOBILE TRANSPORT SYSTEM
KAR6.IN	IN India		MULTIPLE AUTOMOBILE TRANSPORT SYSTEM
KAR6.JP	JP Japan		MULTIPLE AUTOMOBILE TRANSPORT SYSTEM
KAR6.KR	KR Korea		MULTIPLE AUTOMOBILE TRANSPORT SYSTEM
KAR6	US United States	6,196,776	MULTIPLE AUTOMOBILE TRANSPORT SYSTEM
KAR7.BW	BW Botswana	03/00021	RAMP APPARATUS FOR MOTOR VEHICLES
KAR7.NA	NA Namibia	95/0019	RAMP APPARATUS FOR MOTOR VEHICLES
KAR7.ZA	ZA South Africa	95/2152	RAMP APPARATUS FOR MOTOR VEHICLES
KAR8.BW	BW Botswana	P872	METHOD OF AND APPARATUS FOR PACKING MOTOR CARS INTO A CONTAINER

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TRADEMARK
REEL: 003196 FRAME: 0979

Patents			
IMATTERNO	COUNTRY-ID	PATENTNO	TITLE
KAR8.NA	NA Namibia	95/0018	METHOD OF AND APPARATUS FOR PACKING MOTOR CARS INTO A CONTAINER
KAR8.ZA	ZA South Africa	88/6668	METHOD OF AND APPARATUS FOR PACKING MOTOR CARS INTO A CONTAINER
KAR6.ZA	ZA South Africa	98/7667	MULTIPLE AUTOMOBILE TRANSPORT SYSTEM

NY55/472668 4

TRADEMARK
REEL: 003196 FRAME: 0980

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

The trademark "Kar-Tainer", U.S. Patent and Trademark Office registration number 1917245.

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.

NY55/472668 4