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
EGL Eagle Global Logistics, LP		09/30/2005	LIMITED PARTNERSHIP: DELAWARE
EGL, Inc.		09/30/2005	CORPORATION: TEXAS
Eagle Partners L.P.		09/30/2005	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A. as Collateral Agent
Street Address:	231 South LaSalle Street
Internal Address:	Mail Code: IL1-231-08-30
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	75630125	CIRCLE INTERNATIONAL ONE WORLD. ONE TEAM.
Registration Number:	2017166	EAGLE USA AIRFREIGHT
Registration Number:	2709823	EGL
Registration Number:	2759458	EGL EAGLE GLOBAL LOGISTICS
Registration Number:	2684350	EGL
Registration Number:	2684349	EGL EAGLE GLOBAL LOGISTICS
Registration Number:	2661563	EGL
Registration Number:	2600085	EGL
Registration Number:	2778214	EGL EAGLE GLOBAL LOGISTICS
Registration Number:	2478174	EGL

CH $490.00 75630125

Registration Number:	2566922	EGL EAGLE GLOBAL LOGISTICS
Registration Number:	2482458	EGL
Registration Number:	2689834	EGL
Registration Number:	2665092	EGL
Registration Number:	2485246	EGL EAGLE GLOBAL LOGISTICS
Registration Number:	2699300	EGL EAGLE GLOBAL LOGISTICS
Registration Number:	2750860	EGL
Registration Number:	2676276	EGL EAGLE GLOBAL LOGISTICS
Registration Number:	2953404	SCG THE SELECT CARRIER GROUP

CORRESPONDENCE DATA

Fax Number: (214)745-5390

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

Phone: 512-370-2870

Email: docket@winstead.com

Correspondent Name: Winstead Sechrest & Minick P.C.

Address Line 1: P.O. Box 50784

Address Line 2: Ross Spencer Garsson

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	471-25690-715
NAME OF SUBMITTER:	Ross Spencer Garsson
Signature:	/Ross Spencer Garsson/
Date:	11/21/2005

Total Attachments: 7

source=25690-715 Sec Agmt BofA and Eagle#page1.tif

source=25690-715 Sec Agmt BofA and Eagle#page2.tif

source=25690-715 Sec Agmt BofA and Eagle#page3.tif

source=25690-715 Sec Agmt BofA and Eagle#page4.tif

source=25690-715 Sec Agmt BofA and Eagle#page5.tif

source=25690-715 Sec Agmt BofA and Eagle#page6.tif

source=25690-715 Sec Agmt BofA and Eagle#page7.tif

SECURITY INTEREST ASSIGNMENT

THIS SECURITY INTEREST ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment"), dated as of September 30, 2005, is executed by each of the signatories party hereto (including any permitted successors and assigns, collectively, the "Grantors" and each a "Grantor"), in favor of Bank of America, N.A., as Collateral Agent, a national banking association (the "Collateral Agent"), 231 South LaSalle Street, Mail Code: IL1-231-08-30, Chicago, Illinois 60604.

RECITALS:

The Grantors and the Collateral Agent have entered into that certain Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Security Agreement").

Pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent a lien on and security interest in certain collateral described therein, including all patents, trademarks, copyrights, registered or pending, at any time owned by such Grantor, including without limitation those described on Exhibit A hereto (collectively, the "Intellectual Property"), and the goodwill of the business represented thereby.

It is an obligation of each Grantor under the Security Agreement that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Intellectual Property in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

Each Grantor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement to Collateral Agent as security for the payment and performance of the Obligations (hereinafter defined), in and to Grantor's entire right, title and interest in the Intellectual Property, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby. As used herein, "Obligations" means the Senior Secured Obligations as defined in the Intercreditor and Collateral Agency Agreement dated as of September 30, 2005, among Collateral Agent, Grantors and certain lenders and other parties extending credit to or for the benefit of or making financial accommodations for Grantors.

At such time as (i) all of the Obligations have been indefeasibly paid and performed in full, and (ii) all commitments of all Creditors, as defined in the Security Agreement, to extend credit to or for the benefit of or make financial accommodations for Grantors have terminated, the Collateral Agent shall release its security interest in Grantors' entire right, title and interest in the Intellectual Property, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and

TRADEMARK
REEL: 003197 FRAME: 0716

proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill of the business represented thereby.

Each Grantor represents and warrants that it has the full right and power to make the assignment of the Intellectual Property made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Intellectual Property.

This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Collateral Agent and the Grantor affected thereby. This Assignment shall be binding upon each Grantor and its respective successors and permitted assigns, and shall inure to the benefit of Collateral Agent and its respective successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE INTELLECTUAL PROPERTY OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Collateral Agent is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Intellectual Property.

BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

TRADEMARK
REEL: 003197 FRAME: 0717

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

EGL, INC.
ALROD INTERNATIONAL, INC.
CIRCLE AIRFREIGHT JAPAN, LTD.
CIRCLE INTERNATIONAL GROUP, INC.
CIRCLE INTERNATIONAL HOLDINGS, INC.
CIRCLE INTERNATIONAL, INC.
COMPLIANCESOURCE LLC
EAGLE MARITIME SERVICES, INC.
EAGLE USA IMPORT BROKERS, INC.
EGL (CANADA) HOLDING COMPANY, INC.
EGL MANAGEMENT, LLC
EGL OVERSEAS CORP.
EGL TRADE SERVICES, INC.
EUSA HOLDINGS, INC.
EUSA PARTNERS, INC.
GLOBAL LOGISTICS AIRCRAFT, LLC
HARPER, ROBINSON & CO., INC.
JET URBAN RENEWAL CORPORATION
MAX GRUENHUT INTERNATIONAL, INC.
SELECT CARRIER GROUP LLC

By:_____
Elijio Serrano
Chief Financial Officer for all

EAGLE PARTNERS L.P.

By: EUSA HOLDINGS, INC.
its sole general partner

By:_____
Elijio Serrano
Chief Financial Officer

EGL DELAWARE LIMITED LIABILITY COMPANY

By:_____
Elijio Serrano
Senior Vice President and Chief Financial Officer

EGL EAGLE GLOBAL LOGISTICS, LP

By: EGL MANAGEMENT, LLC
its sole general partner

By:_____
Elijio Serrano
Senior Vice President and Chief Financial Officer

SCG, THE SELECT CARRIER GROUP L.P.

By: SELECT CARRIER GROUP LLC
its sole general partner

By:_____
Elijio Serrano
Chief Financial Officer

TRADEMARK
REEL: 003197 FRAME: 0718

Bank of America, N.A., as Collateral Agent

By: Paul Folino

Printed Name: Paul Folino

Printed Title: Assistant Vice President

Dallas_1\4256425\2
25690-715 10/10/2005

TRADEMARK
REEL: 003197 FRAME: 0719

Security Interest Assignment - Exhibit A

File No.	Country	App No./Date	Reg No./Date	Mark	Class	Services	Status	Recorded Owner
34539.270	United States	75/630,125 1/28/1999		CIRCLE INTERNATIONAL ONE WORLD.ONE TEAM. (Stylized and Design)	036 .039	Custom brokerage. Air, ocean and land freight transportation, warehouse storage, and freight forwarding, all for supply chain and product distribution management marketed to industry professionals.	Inactive	EGL Eagle Global Logistics, L.P.
34539.276	United States			Compliance Review of Eagle Star Coexistence Agreement				
34539.256	United States			Infringement: Eagle Star Holdings (Agreement File)				
34539.223	United States	74/698842 7/10/1995	2017166 11/19/1996	EAGLE USA AIRFREIGHT (and Design)	039	Freight forwarding, namely, arranging for others the transportation of freight by air.	Registered	EGL, Inc.
34539.224	United States	76/136436 9/27/2000	2709823 4/22/2003	EGL (and Design)	035	Computerized tracking and tracing of packages in transit; import and export agency services.	Registered	Eagle Partners, L.P.
34539.225	United States	76/136435 9/27/2000	2759458 9/2/2003	EGL EAGLE GLOBAL LOGISTICS (and Design)	035	Computerized tracking and tracing of packages in transit; import and export agency services.	Registered	Eagle Partners, L.P.
34539.226	United States	76/136442 9/27/2000	2684350 2/4/2003	EGL (and Design)	036	Customs brokerage services.	Registered	Eagle Partners, L.P.
34539.227	United States	76/136433 9/27/2000	2684349 2/4/2003	EGL EAGLE GLOBAL LOGISTICS (and Design)	036	Customs brokerage services.	Registered	Eagle Partners, L.P.
34539.228	United States	76/136562 9/27/2000	2661563 12/17/2002	EGL (and Design)	035 039	Inventory management services, namely, pick and pack inventory control, and packaging articles to the order and specification of others; business process re-engineering for supply chains; order fulfillment services. Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air, and sea; warehousing and storage of freight.	Registered	Eagle Partners, L.P.
34539.229	United States	75/981986 9/27/2000	2600085 7/30/2002	EGL (and Design)	035	Import and export agency services.	Registered	Eagle Partners, L.P.

TRADEMARK
REEL: 003197 FRAME: 0720

Security Interest Assignment - Exhibit A

File No.	Country	App No./Date	Reg No./Date	Mark	Class	Services	Status	Recorded Owner
34539.230	United States	76/136441 9/27/2000	2778214 10/28/2003	EGL EAGLE GLOBAL LOGISTICS (and Design)	035 039	Inventory management services, namely, pick and pack inventory control, and packaging articles to the order and specification of others; business process re-engineering for supply chains; order fulfillment services. Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air, and sea; warehousing and storage of freight.	Registered	Eagle Partners, L.P.
34539.231	United States	76/136509 9/27/2000	2478174 8/14/2001	EGL	035	Computerized tracking and tracing of packages in transit.	Registered	Eagle Partners, L.P.
34539.232	United States	76/136510 9/27/2000	2566922 5/7/2002	EGL EAGLE GLOBAL LOGISTICS	035	Computerized tracking and tracing of packages in transit; import and export agency services.	Registered	Eagle Partners, L.P.
34539.233	United States	76/136731 9/27/2000	2482458 8/28/2001	EGL	036	Customs brokerage services.	Registered	Eagle Partners, L.P.
34539.234	United States	76/136564 9/27/2000	2689834 2/25/2003	EGL	035	Import and export agency services; inventory management services, namely, pick and pack inventory control, and packaging articles to the order and specification of others; business process re-engineering for supply chains; order fulfillment services.	Registered	Eagle Partners, L.P.
34539.235	United States	75/981761 9/27/2000	2665092 12/24/2002	EGL	039	Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air, and sea; warehousing and storage of freight.	Registered	Eagle Partners, L.P.
34539.236	United States	76/136730 9/27/2000	2485246 9/4/2001	EGL EAGLE GLOBAL LOGISTICS	036	Customs brokerage services.	Registered	Eagle Partners, L.P.
34539.237	United States	76/136563 9/27/2000	2699300 3/25/2003	EGL EAGLE GLOBAL LOGISTICS	035 039	Inventory management services, namely, pick and pack inventory control, and packaging articles to the order and specification of others; business process re-engineering for supply chains; order fulfillment services. Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air, and sea; warehousing and storage of freight.	Registered	Eagle Partners, L.P.

TRADEMARK
REEL: 003197 FRAME: 0721

Security Interest Assignment - Exhibit A

File No.	Country	App No./Date	Reg No./Date	Mark	Class	Services	Status	Recorded Owner
34539.238	United States	76/136434 9/27/2000	2750860 8/12/2003	EGL (and Design)	035 039	Inventory management services, namely, pick and pack inventory control, and packaging articles to the order and specification of others; business process re-engineering for supply chains; order fulfillment services. Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air, and sea; warehousing and storage of freight.	Registered	Eagle Partners, L.P.
34539.239	United States	76/136565 9/27/2000	2676276 1/21/2003	EGL EAGLE GLOBAL LOGISTICS (and Design)	035 039	Inventory management services, namely, pick and pack inventory control, and packaging articles to the order and specification of others; business process re-engineering for supply chains; order fulfillment services. Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air, and sea; warehousing and storage of freight.	Registered	Eagle Partners, L.P.
34539.240	United States	78/243479 4/29/2003		SCG THE SELECT CARRIER GROUP (and Design)	035	Inventory management services, namely, pick and pack inventory control, and packaging articles to the order and specification of others; business process re-engineering for supply chains; order fulfillment services; computerized tracking and tracing of packages in transit.	Pending	Eagle Partners, L.P.
34539.241	United States	78/243480 4/29/2003	2953404 5/17/2005	SCG THE SELECT CARRIER GROUP (and Design)	039	Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air, and sea; warehousing and storage of freight.	Registered	Eagle Partners, L.P.
34539.264	United States			Infringement: The Eagle Group			Active But Not Filed	Eagle Partners, L.P.

RECORDED: 11/21/2005

TRADEMARK
REEL: 003197 FRAME: 0722