

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
Panther II Transportation, Inc.		01/10/2006	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Antares Capital Corporation, as Agent		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 4400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78762130	ELITE SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4752		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	penelope.johnson@kattenlaw.com		
Correspondent Name:	Penelope S. Johnson		
Address Line 1:	525 West Monroe Street		
Address Line 2:	c/o Katten Muchin Rosenman LLP		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170/00193		
NAME OF SUBMITTER:	Penelope S. Johnson		
Signature:	/Penelope S. Johnson/		
Date:	01/12/2006		

CH \$40.00 78762130

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

WHEREAS, PANTHER II TRANSPORTATION, INC., an Ohio corporation (“Grantor”), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into an Amended and Restated Credit Agreement dated as of January 11, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Antares Capital Corporation, as agent (“Agent”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “Lenders”), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 10, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), between Borrower and Agent (in such capacity, “Grantee”), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications (other than intent-to-use applications) and Trademark licenses by Grantor, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “Liabilities” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application (other than any intent-to-use applications), including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license licensed by Grantor and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license licensed by Grantor; and
- (3) 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 Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark

registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed by Grantor under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed by Grantor under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

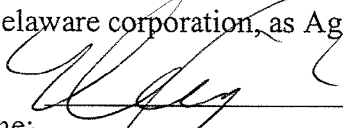
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 10th day of January, 2006.

**PANTHER II TRANSPORTATION,
INC.**, an Ohio corporation

By: _____
Name: _____
Its: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By:  _____
Name: _____
Title: **Michael P. King** Director
Director

ACKNOWLEDGMENT

STATE OF OHIO)
 Medina)ss.
COUNTY OF _____)

On the 10th day of January, 2006, before me personally appeared John J. Sliter, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is _____ of Panther II Transportation, Inc., an Ohio corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

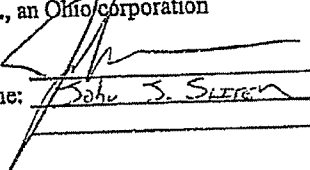

Notary Public

{Seal}

My commission expires:
JACQUELINE LAUBENTHAL
RESIDENT SUMMIT COUNTY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 06-04-08

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 12th day of January, 2006.

PANTHER II TRANSPORTATION,
INC., an Ohio corporation

By: 
Name: John J. Slier
Its: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: Daniel B. Glickman
Title: Director

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
ELITE SERVICES	App. No. 78762130	11/29/05

FOREIGN TRADEMARK REGISTRATIONS

U.S. TRADEMARK APPLICATIONS

FOREIGN TRADEMARK APPLICATIONS

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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