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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

103090158

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Allied Holdings, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation
Internal Address: _____
Address: _____
Street Address: 201 Merritt 7
City: Norwalk State: CT Zip: 06851

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: IP Security Agreement dated 09/02/05

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 78-433,923

B. Trademark Registration No.(s) See attached Exhibit A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Elisabeth Falaleev
 Internal Address: Paul, Hastings, Janofsky & Walker LLP

 Street Address: 75 East 55th Street

 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
 Elisabeth Falaleev
 Name of Person Signing

09/26/2005 LMUELLER 00000012 78433923
 01 FC:8521
 02 FC:8522 09/15/2005
 Signature Date

48.00 OP
125.00 OP

Total number of pages including cover sheet, attachments, and document: [2]

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Item 1.

Additional conveying parties: Allied Systems, Ltd. (L.P.)
Commercial Carriers, Inc.

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Grantor	Patent	Registration No.	Issue Date
Commercial Carriers, Inc.	Friction Winch Assembly for Restraining Heavy Articles	5,277,407	1/11/1994

II. PATENT APPLICATIONS

NONE

III. PATENT LICENSES

NONE

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SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Allied Holdings, Inc.	AXIS (Design)	2,080,261	7/15/1997
Allied Holdings, Inc.	MOVE, IMPROVE, INFORM	2,232,797	3/16/1999 (no longer in use)
Allied Holdings, Inc.	AS ALLIED SYSTEMS	1,561,418	10/17/1989
Allied Systems, Ltd. (L.P.)	Design Only	1,357,220	8/27/1985
Delavan Industries (currently Commercial Carriers, Inc.)	DELAVAN	1,837,824	05/31/1994

Foreign Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
Axis Group, Inc.	AXIS & DESIGN	TMA 475,835	5/6/1997	Canada
Allied Systems (Canada) Company	A & DESIGN	TMA 245,283	5/23/1980	Canada
Axis Group, Inc.	AXIS & Design	217269	9/3/1999	Paraguay

II. TRADEMARK APPLICATIONS

Allied Holdings, Inc.	DRIVING THE STANDARD	78-433,923 (Application No.)	6/11/2004 (filing date)
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III. TRADEMARK LICENSES

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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 September 2, 2005, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Collateral Agent ("Collateral Agent") for itself and the lenders from time to time party to the Credit Agreement described below ("Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of August 1, 2005, by and among Allied Holdings, Inc., a Georgia corporation, and Allied Systems, Ltd. (L.P.), a Georgia limited partnership, each, a debtor and debtor-in-possession (collectively, "Borrowers"), the other Credit Parties signatory thereto, General Electric Capital Corporation, for itself, as a Lender, and as Collateral Agent for Lenders, Agents and the other Lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations on behalf of the Borrowers; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrowers under the Credit Agreement and in order to induce Agents and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral to Collateral Agent, for the benefit of Agents and Lenders, 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 Annex A to the Credit 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, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Collateral Agent, for the benefit of Agents and the Lenders, 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 such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):

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- (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 including those referred to on Schedule III hereto;
- (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 such 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 Agents and Lenders as aforesaid, each Grantor hereby grants to Collateral Agent, for the benefit of Agents and Lenders, a right of setoff, against the property of such Grantor held by Collateral Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Collateral Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. **REPRESENTATIONS AND WARRANTIES.** Each Grantor, jointly and severally, represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, 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 listed on Schedule I to the Security Agreement, perfected security interests in favor of Collateral Agent in all of Grantors' Patents, Trademarks and registered Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. 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 each Grantor, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise

requested by Collateral Agent to protect and perfect Agents' Lien on such 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 Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms the representations, warranties, covenants, rights and remedies of Collateral Agent 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 any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party 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 any Grantor's or Credit Party'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 Annex I to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 11.10 of the Credit Agreement), and given in the manner required by Section 11.10 of the Credit Agreement.

7. **ADDITIONAL GRANTORS.** The initial Grantors hereunder are the Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Collateral Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Collateral Agent not to cause any Credit Party or any other Person to become an Additional Grantor hereunder. This Intellectual Property Security

Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

8. **TERMINATION OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT.** Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

9. **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.

10. **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.

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GRANTORS:

ALLIED HOLDINGS, INC

By: _____ 

Thomas H. King
Executive Vice President & Chief Financial Officer

ALLIED SYSTEMS, LTD. (L.P.)

By: _____ 

Thomas H. King
Executive Vice President & Assistant Treasurer
of Allied Automotive Group, Inc., its General Partner

ACE OPERATIONS, LLC

By: _____ 

Thomas H. King
Executive Vice President & Assistant Treasurer
of Axis Group, Inc., its sole member

AH INDUSTRIES INC

By: _____ 

Thomas H. King
Executive Vice President & Assistant Treasurer

ALLIED AUTOMOTIVE GROUP, INC.

By: _____ 


Thomas H. King
Executive Vice President & Assistant Treasurer

ALLIED FREIGHT BROKER LLC


By: _____ 

Thomas H. King
Executive Vice President & Assistant Treasurer


ALLIED SYSTEMS (CANADA) COMPANY

By: 
Thomas H. King
Executive Vice President & Assistant Treasurer

AXIS ARETA, LLC

By: 
Thomas H. King
Executive Vice President & Assistant Treasurer
of Kar-Tainer International Limited, its sole member

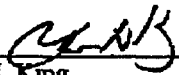
AXIS CANADA COMPANY

By: 
Thomas H. King
Executive Vice President & Assistant Treasurer

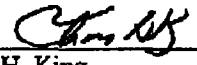
AXIS GROUP, INC.

By: 
Thomas H. King
Executive Vice President & Assistant Treasurer

AXIS NETHERLANDS, LLC

By: 
Thomas H. King
Executive Vice President & Assistant Treasurer
of Axis Group, Inc., its sole member

COMMERCIAL CARRIERS, INC

By: 
Thomas H. King
Executive Vice President & Assistant Treasurer

CORDIN TRANSPORT LLC

By: Thomas H. King
Thomas H. King
Executive Vice President & Assistant Treasurer

CT SERVICES, INC.

By: Thomas H. King
Thomas H. King
Executive Vice President & Assistant Treasurer

F.J. BOUTELL DRIVEAWAY LLC

By: Thomas H. King
Thomas H. King
Executive Vice President & Assistant Treasurer

GACS INCORPORATED

By: Thomas H. King
Thomas H. King
Executive Vice President & Assistant Treasurer

KAR-TAINER INTERNATIONAL LLC

By: Thomas H. King
Thomas H. King
Executive Vice President & Assistant Treasurer

LOGISTIC SYSTEMS, LLC

By: Thomas H. King
Thomas H. King
Executive Vice President & Assistant Treasurer
of Kar-Tainer International Limited, its sole member

LOGISTIC TECHNOLOGY, LLC

By: Thomas H. King
Thomas H. King
Executive Vice President & Assistant Treasurer
of Kar-Tainer International Limited, its sole member

QAT, INC.

By: Thomas H. King
Thomas H. King
Executive Vice President & Assistant Treasurer

RMX LLC

By: Thomas H. King
Thomas H. King
Executive Vice President & Assistant Treasurer

TERMINAL SERVICES LLC

By: Thomas H. King
Thomas H. King
Executive Vice President & Assistant Treasurer

TRANSPORT SUPPORT LLC

By: Thomas H. King
Thomas H. King
Executive Vice President & Assistant

Acknowledged and Agreed

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

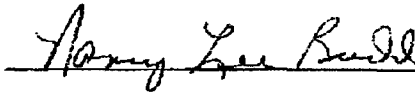
By: Charles Fenton
Name: Charles Fenton
Its: Duly Authorized Signatory

NY55472668

ACKNOWLEDGMENT OF GRANTORS

STATE OF GEORGIA)
)
COUNTY OF DEKALB) ss.

On this 2nd day of September, 2005 before me personally appeared Thomas H. King, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of Allied Holdings, Inc., Allied Systems, Ltd. (L.P.), ACE Operations, LLC, AH Industries Inc., Allied Automotive Group, Inc., Allied Freight Broker LLC, Allied Systems (Canada) Company, Axis Areta, LLC, Axis Canada Company, Axis Group, Inc., Axis Netherlands, LLC, Commercial Carriers, Inc., Cordin Transport LLC, CT Services, Inc., F.J. Boutell Driveaway LLC, GACS Incorporated, Kar-Tainer International LLC, Logistic Systems, LLC, Logistic Technology, LLC, QAT, Inc., RMX LLC, Terminal Services LLC, and Transport Support LLC, who being by me duly sworn did depose and say that he is an authorized officer of each such entity, that the said instrument was signed on behalf of each such entity as authorized by its Board of Directors, Managers and Members, as applicable and that he acknowledged said instrument to be the free act and deed of each such entity.



Notary Public

NOTARY PUBLIC, DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES AUG 20, 2009

{seal}

NY55/472668

NONE

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SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
CT Services, Inc.	CT Services Repurchase Program	TXu-601-282	11/1/1993	U.S.
CT Services, Inc.	CT Services Computer Guide.	TXu-601-287	11/1/1993	U.S.

II. COPYRIGHT APPLICATIONS

NONE

III. COPYRIGHT LICENSES

NONE

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EXHIBIT A**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, 200__, is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement, dated as of September [2], 2005 (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), by and among the signatories thereto, as Grantors, and General Electric Capital Corporation, as Collateral Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title:

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