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
Freightek, Inc.		06/30/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Administrative Agent:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2642020	FREIGHTEK

CORRESPONDENCE DATA

Fax Number: (312)706-9153
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3127018601
Email: zbeal@mayerbrownrowe.com
Correspondent Name: Deborah Schavey Ruff
Address Line 1: P.O. Box 2828
Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	06071517
NAME OF SUBMITTER:	Deborah Schavey Ruff
Signature:	/deborahschaveyruff/
Date:	07/14/2006

OP $40.00 2642020

Total Attachments: 5
source=06071517 FREIGHTEX INC. SECURITY INTEREST#page1.tif
source=06071517 FREIGHTEX INC. SECURITY INTEREST#page2.tif
source=06071517 FREIGHTEX INC. SECURITY INTEREST#page3.tif
source=06071517 FREIGHTEX INC. SECURITY INTEREST#page4.tif
source=06071517 FREIGHTEX INC. SECURITY INTEREST#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, this "Agreement"), is made by Freightek, Inc., a Delaware corporation (the "Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as the administrative agent (together with its successors thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement, dated as of August 10, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among OHH Acquisition Company, as a Guarantor, Ozburn-Hessey Holding Company LLC, as the Borrower, the Lenders, the Administrative Agent, the Co-Administrative Agent and Bear Stearns Corporate Lending Inc., as the Syndication Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, pursuant to the provisions of Section 7.6 of the Pledge and Security Agreement, dated as of August 10, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), the undersigned is becoming a Grantor under the Security Agreement;

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest in and to the following property, whether now or hereafter existing, owned, adopted or acquired by the Grantor, and wherever located (the "Trademark Collateral")

(a) (i) all of its Trademarks, including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and

Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto; and

(c) all Proceeds of, and rights associated with, the foregoing, including the right to sue third parties for past, present or future infringement or dilution of any Trademark or for breach of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

FREIGHTEK, INC.

By: Scott McWilliams

Name: Scott McWilliams

Title: CEO

TRADEMARK
REEL: 003348 FRAME: 0105

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: _____
Name: Eugene F. Martin
Title: Vice President
Morgan Stanley Senior Funding, Inc

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Jurisdiction	Trademark	Registration No.	Registration Date	Owner
United States	Freightek	2,642,020	October 29, 2002	Freightek, Inc.

Item B. Trademark Licenses

None.