

07-10-2006

FORM PTO-1594 (Modified)
(Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)
TM05/REV04

RECORD

TRADEMARKS /



103271443

Docket No.:

T958857

To the Director of the U. S. Patent and Trademark Office: Please record the attached original documents or the new address(es) below.

1. Name of conveying party(ies):

Douglas W. Tozer

7.5.06



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

Citizenship (see guidelines) _____
Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date: June 15, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached? Yes No

Name: Canadian Imperial Bank of Commerce

Internal Address: _____

Street Address: 595 Bay Street, 5th Floor

City: Toronto

State: Ontario

Country: Canada ZIP: M5G 2C2

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- 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

4. Application number(s) or registration numbers(s) and identification or description of the Trademark/Service Mark:

A. Trademark / Service Mark Application No.(s)

B. Trademark / Service Mark Registration No.(s)

1,918,398

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s)/Service Mark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gowling Lafleur Henderson LLP

Internal Address: _____

Street Address: Suite 1600, 1 First Canadian Place,
100 King Street West

City: Toronto

State: Ontario Zip: M5X 1G5

Phone Number: (416) 862-4422

Fax Number: (416) 862-7661

Email Address: sam.ierullo@gowlings.co

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 07-1750

Authorized User Name _____

196396
0000012 07150
40.00 DA
MIRRI

9. Signature:

Signature

Sam Ierullo

Name of Person Signing

July 4, 2006

Date

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

20

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003364 FRAME: 0001

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT effective as of June 15, 2006 made by **DOUGLAS W. TOZER**, an individual resident in the Province of Ontario, (the "**Grantor**"), located at 81 Valecrest Drive, Islington, Ontario, M9A 4P5, in favour of **CANADIAN IMPERIAL BANK OF COMMERCE**, in its capacity as collateral agent acting for and on behalf of itself and the Lenders (as defined below) (together with its successors and assigns, the "**Agent**"), located at 199 Bay Street, 3rd Floor, Commerce Court West, Toronto, Ontario M5L 1A2.

WHEREAS the Grantor has agreed to execute and deliver a limited recourse guarantee limited in recourse to the Intellectual Property (as defined below) dated as of as of the date hereof in favour of the Agent and the Lenders in respect of all debts, liabilities and obligations, whether present or future, direct or indirect, absolute or contingent, matured or unmatured, of the Borrowers (as defined below) to the Agent and the Lenders (as amended, restated, supplemented, modified or replaced from time to time, the "**Guarantee**");

WHEREAS as general and continuing collateral security for the payment and fulfillment of the Secured Obligations, the Grantor has agreed, *inter alia*, to grant to the Agent, for and on behalf of and for the benefit of itself and the Lenders, a security interest in the Intellectual Property (as defined below).

NOW THEREFORE, in consideration of each Lender agreeing to make available its Commitments in the Credits (as defined in the Credit Agreement) in favour of the Borrowers and in order to induce each Lender to make the extension of credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Grantor, the Grantor agrees and covenants with the Secured Parties as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Credit Agreement. In addition, in this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings set forth below:
 - (a) "**Agreement**" means this agreement, including the recitals and any schedules, as amended, modified, supplemented, restated or replaced from time to time;
 - (b) "**Borrowers**" means, collectively, Wheels International Freight Systems Inc., iWheels Dedicated Inc., Associate Intermodal Management Corporation, Wheels Limited Partnership and Bluenose Holdings Inc.;
 - (c) "**Credit Agreement**" means a credit agreement dated as of June __, 2006 among the Borrowers, the Agent, as collateral agent, and Canadian Imperial Bank of Commerce, Canadian Imperial Bank of Commerce, New York Branch and CIBC Inc., as lenders, as such agreement may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time;
 - (d) "**Intellectual Property**" has the meaning given to it in Section 2;
 - (e) "**Lenders**" means, collectively, Canadian Imperial Bank of Commerce, Canadian Imperial Bank of Commerce, New York Branch and CIBC Inc. and their respective successors and assigns;
 - (f) "**Secured Obligations**" means all indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent,

matured or unmatured) of the Grantor to the Secured Parties or any of them pursuant to the Guarantee and any other Credit Document to which the Grantor is party and the payment of all reasonable costs and expenses incurred by the Secured Parties or any of them in enforcing any rights under this Agreement;

- (g) **“Secured Parties”** means, collectively, the Agent and each of the Lenders and their respective successors and assigns and **“Secured Party”** means any one of them; and
- (h) **“Trademarks”** has the meaning set out in Section 2 of this Agreement.

2. **Grant of Security Interest.** As general and continuing collateral security for the prompt and complete payment and performance of the Secured Obligations, the Grantor hereby grants to the Agent, for and on behalf of and for the benefit of itself and the Lenders, a security interest in:

- (a) All trademarks relating to, in connection with, or pertaining in way, directly or indirectly, to the Wheels Group Business, as set forth on Schedule “A” attached hereto (collectively the **“Trademarks”**);
- (b) All licenses or other rights to use any of the Trademarks and all license fees and royalties due and/or payable to the Grantor arising from such use, to the extent permitted by such license or rights;
- (c) Any and all claims for damages or compensation for past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (d) All amendments, extensions, renewals and extensions of any of the Trademarks; and
- (e) All proceeds and products of the foregoing including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing

(all of which shall collectively be referred to as the **“Intellectual Property”**).

3. **Exception Regarding Last Day.** The last day of the term of each license granted to the Grantor pursuant to any license agreement shall be excepted from this Agreement and shall not form part of the Intellectual Property. The Grantor shall stand possessed of that day in trust to assign and dispose of it as the Agent directs.

4. **Additional Security.** The security in respect of the Intellectual Property provided for hereunder is in addition to and not in substitution for any other security now or hereafter held by the Agent or any of the Lenders in relation to the Secured Obligations.

5. **Authorization and Request.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent, for and on behalf of and for the benefit of itself and the Lenders in the Intellectual Property with the Canadian Intellectual Property Office or any other comparable governmental office or agency in Canada or the United States of America. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

6. **Representations, Warranties and Covenants.** The Grantor represents and warrants to the Agent and the Lenders, upon which representations and warranties the Agent and the Lenders specifically rely, that all representations and warranties pertaining to the Intellectual Property in the Credit Agreement are true, correct and complete. The Grantor acknowledges and agrees with the Agent and the Lenders to perform all covenants pertaining to or made by the Grantor in respect of the Intellectual Property in the Credit Agreement or any Credit Document to which the Grantor is party. Notwithstanding and in addition to the foregoing, the Grantor represents, warrants, covenants and agrees as follows:

- (a) Performance of this Agreement does not conflict with or result in a breach of any material agreement to which the Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent;
- (b) To its knowledge, each item of the Intellectual Property is valid and enforceable, and no part of the Intellectual Property has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property violates the rights of any third party except for claims the adverse determination of which could not reasonably be expected to have a Material Adverse Effect;
- (c) The Grantor shall advise the Agent of any material adverse change in the composition of the Intellectual Property within 60 days of the Grantor becoming aware of said material adverse change;
- (d) The Grantor shall promptly advise the Agent of any right, title or interest the Grantor acquires in or to any Trademark after the date hereof;
- (e) The Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks and each item of the Intellectual Property, and (ii) use its commercially reasonable efforts to detect infringements of the Trademarks thereof and promptly advise the Agent in writing of infringements detected;
- (f) This Agreement creates and, in the case of any of the Intellectual Property created, acquired or held by the Grantor after the date of this Agreement ("**After-Acquired Intellectual Property**"), this Agreement will create, at the time the Grantor first has rights in such After-Acquired Intellectual Property, in favour of the Agent, for and on behalf of and for the benefit of itself and the Lenders, a valid and perfected first priority security interest (subject to Permitted Liens) in the Intellectual Property securing the payment and performance of the Secured Obligations and, within 60 days of the date of this Agreement or the date upon which the Grantor creates, acquires or holds the After-Acquired Intellectual Property, as the case may be, the Grantor shall file, or cause to be filed, any and all instruments necessary to perfect the Grantor's right, title and interest in the Intellectual Property, to execute and file, or cause to be executed and filed, any and all instruments necessary to perfect the Agent's and the Lenders' security interests therein;
- (g) This Agreement constitutes a security interest in the Intellectual Property; and
- (h) The Grantor is not, as of the date hereof, a licensee under any license agreement relating to, directly or indirectly, the use or ownership of any of the Trademarks with respect to

the Wheels Group Business; the Grantor shall not enter into any such future license agreement, as a licensee, without the prior written consent of the Agent.

7. **Acknowledgment.** The Grantor acknowledges and agrees that the rights and remedies of the Agent and each of the Lenders with respect to the security interest in the Intellectual Property granted in this Agreement are the same as the rights and remedies of the Agent and each of the Lenders set forth in the Credit Agreement and each other Credit Document to which the Grantor is party as and with respect to the collateral secured thereby, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
8. **Further Assurances; Attorney in Fact.**
- (a) On a continuing basis, the Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States and Canada, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the Canadian Intellectual Property Office and the United States Patent and Trademarks Office and the Register of Copyrights and take all such action as may reasonably be deemed necessary or advisable, or as requested by the Agent or any Lender, to perfect the Agent's and the Lenders' security interests in all Trademarks, and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Agent and the Lenders the grant or perfection of a security interest in the Intellectual Property.
- (b) Following the occurrence of an Event of Default which is continuing, the Grantor hereby irrevocably appoints the Agent as the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor, the Agent or otherwise, from time to time in the Agent's discretion, upon the Grantor's failure or inability to do so, to take any action and to execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including:
- (i) to modify, in its sole discretion, this Agreement without first obtaining the Grantor's approval of or signature to such modification by amending Schedule "A" hereof, as appropriate, to include reference to any right, title or interest in any Trademarks acquired by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest; and
- (ii) to file, in its sole discretion, one or more financing, financing change or continuation statements and amendments thereto, relative to any of the Intellectual Property without the signature of the Grantor where permitted by law.
9. **Costs.** The Borrowers agree to pay all cost, charges and expenses reasonably incurred by the Agent or the Lenders or any receiver appointed by them, whether directly or for services rendered (including reasonable legal counsels' and auditors' costs and other reasonable legal expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, registering, licensing, preparing for disposition and disposing of the Intellectual Property and in enforcing or collecting the Secured Obligations and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Agent, the Lenders or any receiver appointed by them, as permitted

hereby, shall be a first charge on the proceeds of realization, collection or disposition of the Intellectual Property and shall be secured hereby.

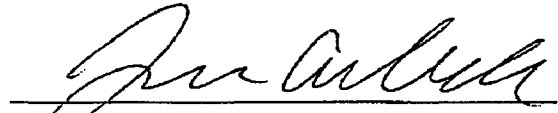
10. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
11. **Amendments.** This Agreement may be amended only by a written instrument signed by both parties hereto.
12. **Survival and Reliance.** All representations and warranties of the Grantor made in this Agreement or in any certificate or other document delivered by or on behalf of the Grantor for the benefit of the Agent and the Lenders are material and shall continue without time limit. The Agent and each of the Lenders shall be deemed to have relied upon each such representation and warranty despite any investigation the Agent or the Lenders may have made.
13. **Grantor Remains Liable.** Notwithstanding any other provision in this Agreement, the Grantor shall remain liable under all license agreements under which the Grantor is a licensor. The Grantor shall perform all of its duties and obligations thereunder just as if this Agreement had not been executed. The Grantor shall not be released from any of its duties or obligations under such license agreements by the exercise of any rights by the Agent or the Lenders. The Agent or the Lenders shall not have any obligation or liability under such license agreements by reason of this Agreement, nor shall the Agent or the Lenders be obliged to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. The rights and powers conferred upon the Agent or the Lenders hereunder are solely to protect their interest in the Intellectual Property and shall not impose any duty upon it to exercise any such powers.
14. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and will be treated, in all respects, as an Ontario contract. The Grantor submits and attorns to the non-exclusive jurisdiction of the courts of Ontario. To the extent permitted by Applicable Law, the Grantor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in courts of such Province.
15. **Termination.** Upon the indefeasible payment in full and performance of the Secured Obligations, the cancellation of the Credits, and the termination of all obligations of the Agent and each of the Lenders under the Credit Agreement and the Credit Documents, upon written request by the Grantor to the Agent this Agreement shall be released, discharged and terminated, and the Agent and the Lenders will, at the sole expense of the Grantor, execute and deliver to the Grantor a release and discharge of this Agreement.
16. **Attachment.** The security interest created hereby is intended to attach when this Agreement is signed by the Grantor and delivered to the Agent.
17. **Receipt of Credit Documents.** The Grantor acknowledges that this Agreement is executed pursuant to the terms and conditions of the Credit Agreement and shall (unless otherwise expressly indicated herein) be administered and applied in accordance with the terms and provisions of the Credit Agreement and the other Credit Documents. The Grantor acknowledges that it has received a copy of the Credit Agreement and any other Credit Documents to which it is party.

18. **Registration of Agreement.** The Grantor hereby acknowledges that the Agent and the Lenders may register a copy of this Agreement or notice thereof. The Grantor shall cooperate with and assist the Agent and the Lenders, as requested by the Agent, with respect to any registrations or notice registrations of or relating to this Agreement which the Agent and the Lenders deem appropriate.
19. **Severability.** If any term, covenant, obligation or agreement contained in this Agreement, or the application of any such term; covenant, obligation or agreement to any Person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, obligation or agreement to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability and each term, covenant, obligation or agreement contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
20. **Successors and Assigns.** This Agreement shall bind and enure to the benefit of the Secured Parties and their respective successors and assigns and shall be binding upon the Grantor and his heirs, estate, executors and personal representatives; provided, however, that neither this Agreement nor any rights hereunder may be assigned by the Grantor without the Agent's prior written consent, which consent may be granted or withheld in the Agent's sole discretion. The Agent and the Lenders shall have the right without the consent of or notice to the Grantor to sell, transfer, negotiate, or grant participation's in all or any part of, or any interest in such Agent's and the Lenders' rights and benefits hereunder.
21. **Agent and Lenders.** The Grantor hereby acknowledges that the Agent acts for itself and on behalf of each of the Lenders as administrative agent in connection with the Credit Agreement and the assignments, transfers, pledges, hypothecations and other security interests granted in favour of the Agent and the Lenders hereunder are and shall be held by the Agent for the benefit the Lenders, including itself.
22. **Conflict.** In the event that there is any conflict or inconsistency between the provisions contained in this Agreement and the provisions contained in the Credit Agreement, then the provisions of the Credit Agreement shall have priority over and shall govern to the extent of such conflict or inconsistency. Provided, however, that the existence of a particular representation, warranty, covenant or other provision in this Agreement which is not contained in the Credit Agreement shall not be deemed to be a conflict or inconsistency, and that particular representation, warranty, covenant or other provision shall continue to apply.
23. **Limitation of Recourse:** Notwithstanding anything to the contrary in this Agreement, the liability of the Grantor under this Agreement and the recourse of the Agent or any of the Lenders for payment and performance of the Secured Obligations or any other obligation under this Agreement shall be limited to: (i) the Intellectual Property, and (ii) the realization of the Intellectual Property in accordance with this Agreement.

For greater certainty, none of the Agent, the Lenders or any one of them shall have, under any circumstances, any right under this Agreement to any assets of the Grantor. other than the Intellectual Property (or any amounts received upon the realization of such Intellectual Property and their proceeds). and under no circumstances shall the Agent or the Lenders have resort or recourse to any of the assets of the Grantor, other than the Intellectual Property (or any amounts received upon the realization of such Intellectual Property and their proceeds) or make any claim, seek any judgment or levy any process against the Grantor or any of his assets, other than in respect of the Intellectual Property (or any amounts received upon the realization of such

Intellectual Property and their proceeds), in respect of the Secured Obligations or any other obligation under this Agreement.

IN WITNESS WHEREOF the Grantor has executed this Agreement as of the day and year first written above.



Witness

Name: Jason Arbuck
Address: _____



DOUGLAS W. TOZER

Address: 81 Valecrest Drive
Islington, Ontario, M9A 4P5
Fax: _____

EXHIBIT "A"

INTELLECTUAL PROPERTY

Clipper

1. Software Licence Agreement between Tell Systems, Inc. and Clipper Exxpress, Inc., dated June 3, 1993
2. Software Licence Agreement between Rand McNally & Company and Clipper Group, dated February 16, 2005
3. Software Licence and Maintenance Agreement between Pegasus TransTeck Corporation and Clipper Group, dated September 4, 2000
4. Software Licence Agreement between ALK Associates, Inc. and Clipper Exxpress, Inc., dated March 18, 1994
5. Car Location Message Agreement between Kleinschmidt, Inc. and Clipper Exxpress, Inc., dated August 17, 1993
6. Software Licence Agreement between MegaTrans Logistics, Inc. and Clipper Exxpress, Inc., dated June 2, 1993
7. Software Licence Agreement between J.D. Edwards and Company and Clipper Exxpress, Inc., dated March 4, 1994
8. Software Licence Agreement between Extol, Inc. and Clipper Exxpress, Inc., undated
9. Gold Mine End-User Licence Agreement between Goldmine Software Corporation, and Clipper Exxpress, Inc., dated October 3, 2003
10. Recovery Services Agreement between Sungard Recovery Services, and Clipper Exxpress, Inc., dated October 1, 2002
11. Summary of Clipper's Registered Trademarks – See Attachment A
12. Summary of Clipper's Copyright – See Attachment B
13. Summary of Clipper's Domain Names – See Attachment C
14. Summary of Software Developed by Clipper – See Attachment D
15. Summary of Clipper's Trade Names – See Schedule 6

Attachment A**Clipper's Registered Trademarks**

| File # | Owner | Mark | Serial # | Reg. # | Date of Reg. | Renewal Due Date | Comments | Description |
|-----------|---------|--|------------|-----------|--------------|------------------|--|--|
| 32-98-028 | Clipper | Clipper (stylized) | 71/605,350 | 638,197 | 12/04/56 | 12/04/06 | Renewed 4/10/97 [renewal term began 12/4/96] (10 yr.) Renewed 12/14/76 (20 yr.) | Freight forwarding services – namely the pooling of partial railway freight lots into full carload lots, the loading and uploading of same and maintenance of facilities to same. In. Cl. 105. |
| 32-98-029 | Clipper | Clipper Exppress (only) | 72/447,837 | 992,748 | 09/03/74 | 09/03/14 | Renewal accepted on 10/17/04. | Freight forwarding services. In. Cl. 39. |
| 32-98-031 | Clipper | Clipper Group (only) | 75/282,207 | 2,152,466 | 04/21/98 | 04/21/08 | Registered 4/21/98 (10 yr.) Section 8 and 15 Affidavit was accepted on 1/29/04. | Freight forwarding services In. Cl. 39 (U.S. Cls. 100 & 105). |
| 32-98-032 | Clipper | Clipper Worldwide (only) | 75/282,208 | 2,152,467 | 04/21/98 | 04/21/08 | Registered 4/28/97 (10 yr.) Affidavit of Use accepted on 3/24/04. | Freight forwarding services In. Cl. 39 (U.S. Cls. 100 & 105). |
| 32-98-033 | Clipper | Clipper Worldwide (and design) | 75/282,219 | 2,154,971 | 05/05/98 | 05/05/08 | Registered 5/5/98 (10 yr.) Affidavit of Use accepted on 4/7/04. | Freight forwarding services In. Cl. 39 (U.S. Cls. 100 & 105). |

Attachment B

Summary of Clipper's Copyright

None.

Attachment C

Summary of Clipper's Domain Names

1. www.clippergroup.com
2. www.clipperexpress.com

Attachment D – Software Developed by Clipper

| <u>Name/Description</u> | <u>Date in Service</u> |
|---|------------------------|
| FUEL SURCHARGE PROJECT SOFTWARE | 09/30/00 |
| CARRIER IMPLMENTATION SOFTWARE | 08/31/00 |
| AUTOMATE Journal Entry w/EXCEL SOFTWARE | 01/31/01 |
| A/R AGING DOWNLOAD SOFTWARE | 03/31/01 |
| CONVERT CLM'S TO 322 | 05/31/01 |
| PEGASUS IMAGING PHASE I Clipper Development | 08/31/01 |
| EXTOL Clipper Development | 08/31/01 |
| UPDATE CFM PO PROCESS | 11/30/01 |
| IMPLEMENT A/P ON TO IMAGING | 11/30/01 |
| INTEGRATE EDI INTO A/P | 11/30/01 |
| WEB DEVELOPMENT | 12/31/01 |
| FAST PAY MONITORING SYSTEM | 02/28/02 |
| A/P IMAGING Interface PHASE 2 | 02/28/02 |
| RENDITION PRINT OF A/P CHECKS Process | 05/31/02 |
| PURGE PROCESS REVIEW | 01/31/01 |
| Develop software to communicate EDI of HERSHEY | 01/31/02 |
| Develop software to communicate EDI RAIL I/B INVOICES | 10/31/01 |
| Develop software to communicate EDI CAN NATIONAL | 06/30/02 |
| EXCEL DOWNLOAD FOR CFM | 09/30/00 |
| AS400PC TO PC DATA CONVERSION | 08/31/00 |
| ANALYZE MEGATRANS UPGRADE | 03/31/01 |
| CAP INTEREST 08-2000 per Audit | 08/31/00 |
| CAP INTEREST 09-2000 per Audit | 09/30/00 |
| CAP INTEREST 12-2000 per Audit | 12/31/00 |
| CAP INTEREST 01-2001per Audit | 01/31/01 |
| CAP INTEREST 02-2001per Audit | 02/28/01 |
| CAP INTEREST 03-2001per Audit | 03/31/01 |
| CAP INTEREST 06-2001per Audit | 06/30/01 |
| CAP INTEREST 09-2001per Audit | 09/30/01 |
| CAP INTEREST 10-2001per Audit | 10/31/01 |
| CAP INTEREST 01-2002 per audit | 01/31/02 |
| CAP INTEREST 03-2002 per Audit | 03/31/02 |

| | |
|---|----------|
| CAP INTEREST 06-2002 per Audit | 06/30/02 |
| CAP INTEREST 07-2002 per Audit | 07/31/02 |
| CREATE STICKY NOTES in Fastpay / Imaging / Rendition Print | 09/30/02 |
| CASH ENTRY A/R G/L | 05/31/03 |
| CFM INV HOLD FOR ACCESS (Hac/Har process) | 08/31/03 |
| AXXA MAINT DROP DOWN | 07/01/02 |
| CHS Quote & Load Posting | 03/02/04 |
| Rez 1 Reconciliation Project | 06/01/04 |
| PO Report Reduction | 12/01/04 |
| Rate Data Base Project | 01/03/05 |
| Record Axxa Controls | 06/30/05 |
| Tracing Enhancements | 09/30/05 |
| E-Mailing of Invoices to Customers | 09/30/05 |

Software in Progress


Internal Cap Software Web Enhancements Cap
Internal Cap Software Tracing Enhancements
Internal Cap Software Rate Database - Phase 2
Internal Cap Software Accessorial Enhancements
Internal Cap Software BI Analysis Reporting
Internal Cap Software Movement Detail Display
Internal Cap Software 3rd Party Profile
Enhancements
Internal Cap Software Sales Analysis
Enhancements
Internal Cap Software JDEdwards Purge Process

The Wheels Group of Companies

| | |
|----|---|
| 1. | License Agreement between Douglas Tozer, Wheels Holdco Inc. and its subsidiaries, dated May 5, 2006. |
| 2. | Summary of the Registered Trademarks used by the Wheels Group of Companies pursuant to the above license agreement – See Attachment E |
| 3. | Summary of the Wheels Group of Companies' Domain Names – See Attachment F |

Summary Trademarks Used by the Wheels Group of Companies

Active Canadian Trade-Mark Applications and Registrations

| No. | Trade-Mark | App. No | Reg. No. | App. Date | Reg. Date | Current Status | Wares/Services |
|-----|--|---------|-----------|------------|------------|----------------|---|
| 1. | AIM INTEGRATED Design  | 1293382 | | 03/13/2006 | | Formalized | Services: Transportation logistic services, namely arranging the transportation of goods for others |
| 2. | WHEELSLINK | 1075405 | TMA591269 | 09/19/2000 | 10/01/2003 | Registered | Services: Domestic and/or international transportation of freight and cargo through freight and cargo forwarding services using multi-intermodal transportation services including highway, rail, ocean and/or air; logistics and supply chain services namely, providing third party outsource logistics, supply chain consulting, optimization and reporting, project implementation management, analytical software development, warehousing and technology systems and processes; online load rating, booking, matching and tracking services; providing transportation management services to shippers, consignees, carriers and third parties |
| 3. | iWHEELS INTERNATIONAL | 1075404 | TMA589861 | 09/19/2000 | 09/15/2003 | Registered | Services: Domestic and/or international transportation of freight and cargo through freight and cargo |

| No. | Trade-Mark | App. No | Reg. No. | App. Date | Reg. Date | Current Status | Wares/Services |
|-----|-------------------------|---------|-----------|------------|------------|----------------|--|
| 4. | WHEELS INTERNATIONAL | 0756860 | TMA447408 | 06/07/1994 | 09/08/1995 | Registered | forwarding services using multi- intermodal transportation services including highway, rail, ocean and/or air; logistics and supply chain services namely, providing third party outsourcing logistics, supply chain consulting, optimization and reporting, project implementation management, analytical software development, warehousing and technology systems and processes; online load rating, booking, matching and tracking services; providing transportation management services to shippers, consignees, carriers and third parties |
| | | | | | | | Transportation of freight and cargo; freight and cargo forwarding services |

B – Active U.S. Trade-Mark Applications and Registrations

| No. | Trade-Mark | App. No | Reg. No. | App. Date | Reg. Date | Current Status | Wares/Services |
|-----|-------------------------|----------|----------|------------|------------|----------------|--|
| 5. | WHEELS INTERNATIONAL | 74571810 | 1918398 | 09/09/1994 | 09/12/1995 | Registered | Freight and cargo transportation by truck; and freight cargo forwarding services |

U.S. Trade-Mark
Applications and Registrations
owned by Douglas W. Tozer
as at April 20, 2006

| Trade-Mark | Application / Registration No. / Date | Wares / Services | Status |
|-------------------------|--|---|--|
| WHEELS INTERNATIONAL | Registration No.: 1918398 Registration Date: 09/15/1995 | freight and cargo transportation by truck; and freight and cargo forwarding services | Registered Renewal due: 09/12/2005 |

Attachment F

Summary of The Wheels Group of Companies Domain Names

www.wheelsgroup.com