

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADDOCKS SYSTEMS INC.		09/05/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	MERRILL LYNCH CAPITAL CANADA INC., AS ADMINISTRATIVE AGENT		
Street Address:	BCE Place, 181 Bay Street		
Internal Address:	Suite 400		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5J 2V8		
Entity Type:	BUSINESS CORPORATION: ONTARIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2181894	TRUCKMATE	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	332659-00044		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		
Date:	09/06/2006		

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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of September, 2006 by **MADDOCKS SYSTEMS INC.**, a corporation organized and existing under the laws of Canada ("Grantor") in favor of Merrill Lynch Capital Canada Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Maddocks Acquisition Inc., a corporation organized and existing under the laws of Canada ("Initial Borrower"; Initial Borrower together with each other Person that becomes a borrower thereunder, including without limitation Maddocks Systems Inc. are hereinafter referred to individually and collectively as the "Borrower"), certain of Grantor's other affiliates, Grantee and the Lenders party thereto are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Borrower by the Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor, Initial Borrower, certain of Grantor's other affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of 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), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MADDOCKS SYSTEMS INC., a
corporation organized and existing under the
laws of Canada

By: 
Name: Jeffrey Ritter
Title: Chief Financial Officer

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
TRUCKMATE	2181894	August 18, 1998