

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
Network Courier/Logistics, LLC		08/31/2006	LIMITED LIABILITY COMPANY: OREGON
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	2321 Rosecrans Ave		
Internal Address:	Commerical Loan Services Division		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	a Banking Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1688127	N	
Registration Number:	1280152	NETWORK COURIER SERVICE	
Serial Number:	76599524	NETWORK COURIER/LOGISTICS SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(313)496-8454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(313) 963-6420		
Email:	schultz@millercanfield.com		
Correspondent Name:	Joni M. Thrower		
Address Line 1:	150 West Jefferson Ave		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	125055-213		

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NAME OF SUBMITTER:	Joni M. Thrower
Signature:	/jonimthrower/
Date:	10/26/2006
Total Attachments: 5 source=Netcour IPSA#page1.tif source=Netcour IPSA#page2.tif source=Netcour IPSA#page3.tif source=Netcour IPSA#page4.tif source=Netcour IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 31, 2005 by and between COMERICA BANK ("Bank") and NETWORK COURIER/LOGISTICS, LLC, an Oregon limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided however that the security interest granted hereby shall not include any property of Borrower to the extent such property (i) is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the California Uniform Commercial Code), or (ii) the granting of a security interest therein is contrary to applicable law or would result in the abandonment, invalidation or unenforceability of any right, title or interest of Borrower therein, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter

existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

NETWORK COURIER/LOGISTICS, LLC

Address of Grantor:

9010 Bellanca Ave
Los Angeles, CA 90045

Attn: Emma Baskaron

By: Emma Baskaron

Name: Emma Baskaron

Title: CFO

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank
Commercial Loan Services Department
2321 Rosecrans Avenue
El Segundo CA 90245

Attn: Loan Documentation

By: Peter F. Fitzpatrick

Name: Peter F. Fitzpatrick

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
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EXHIBIT B

Patents

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>UNITED STATES TRADEMARKS</u>		
N (Stylized)	Reg. No. 1,688,127	5/19/92
NETWORK COURIER SERVICE (Stylized)	Reg. No. 1,280,152	5/29/84
NETWORK COURIER/LOGISTICS SERVICES	Serial No. 76/599,524	6/28/04
<u>CANADIAN TRADEMARKS</u>		
NETWORK COURIER/LOGISTICS SERVICES	Application No. 1222347	7/02/04