

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jevic Transportation, Inc.		07/28/2006	CORPORATION: NEW JERSEY
Jevic Holding Corp.		07/28/2006	CORPORATION: DELAWARE
Creek Road Properties, LLC		07/28/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CIT Group/Business Credit, Inc.
<b>Street Address:</b>	900 Ashwood Parkway
<b>Internal Address:</b>	Suite 610
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30338
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2919927	BEST OF THE BEST
Registration Number:	2087857	BREAKBULK-FREE
Registration Number:	2112310	BREAKBULK-FREE LTL
Registration Number:	2667157	EXPERIENCE JEVIC
Registration Number:	2341061	HEAT FLEET
Registration Number:	2592564	INSTINCTIVELY RIGHT
Registration Number:	2973427	JEVIC SECURITY WEB
Registration Number:	2794787	JEVIC 100% GUARANTEED
Registration Number:	3056157	LOAD TO RIDE
Registration Number:	2674140	NOT JUST TRUCKING. SOLUTIONS.

**CH \$390.00 2919927**

Registration Number:	2973210	PRESYS
Registration Number:	2756342	REAL REAL-TIME
Registration Number:	2974004	WHATEVER IT TAKES
Registration Number:	2779615	JEVIC NEXT DAY
Registration Number:	1868627	JEVIC

**CORRESPONDENCE DATA**

Fax Number: (216)579-0212

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: jrmix@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 901 Lakeside Ave.

Address Line 2: c/o James R. Mix, Legal Assistant

Address Line 4: Cleveland, OHIO 44114-1190

ATTORNEY DOCKET NUMBER:	973429-365002
NAME OF SUBMITTER:	James R. Mix
Signature:	/James R. Mix/
Date:	11/07/2006

**Total Attachments: 14**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 28, 2006 (as the same may from time to time be amended, restated or otherwise modified, this "Agreement"), among: (i) JEVIC TRANSPORTATION, INC., a New Jersey corporation (the "Company"), JEVIC HOLDING CORP., a Delaware corporation ("Holdings"), CREEK ROAD PROPERTIES, LLC, a Delaware limited liability company (together with the Company, Holdings, each Additional Grantor (defined below) that becomes a party hereto pursuant to Section 6.8 and each of their respective successors and permitted assigns, each a "Grantor" and collectively, the "Grantors"); and (ii) THE CIT GROUP/BUSINESS CREDIT, INC., as agent (the "Agent"), for the benefit of the Secured Creditors.

### RECITALS

A. Except as otherwise defined herein, terms used herein and defined in the Financing Agreement (as defined below) shall be used herein as therein defined. Certain terms used herein are defined in Section 1.1.

B. This Agreement is made pursuant to the Financing Agreement, dated as of the date hereof (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "Financing Agreement"), among the Grantors, the lenders from time to time party thereto, and the Agent.

C. Each Grantor will obtain benefits from the Financing Agreement and, accordingly, desires to execute this Agreement in order to induce the Secured Creditors to extend credit pursuant to the Financing Agreement and other Loan Documents and the Designated Hedge Agreements.

### AGREEMENT

In consideration of the benefits accruing to each Grantor, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes the following representations and warranties to the Agent and to the other Secured Creditors and hereby covenants and agrees with the Agent and to the other Secured Creditors as follows:

#### SECTION 1. Definitions and Terms.

1.1 Defined Terms. Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings given to such terms in the Financing Agreement. Unless otherwise defined herein, all terms used herein and defined in the UCC shall have the same definitions herein as specified therein; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term shall have the meaning specified in Article 9 of the UCC.

1.2 Additional Defined Terms. The following terms shall have the meanings herein specified unless the context otherwise requires:

"Additional Grantor" has the meaning set forth in Section 6.8.

"Agent" has the meaning set forth in the first paragraph of this Agreement.

"Collateral" has the meaning set forth in Section 2.1.

“Company” has the meaning set forth in the first paragraph of this Agreement.

“Copyrights” means any copyright to which a Grantor now or hereafter has title, as well as any application for a copyright hereafter made by such Grantor.

“Financing Agreement” has the meaning set forth in the Recitals of this Agreement.

“Grantor” and “Grantors” have the meaning set forth in the first paragraph of this Agreement.

“Intellectual Property” means (i) all Trademarks, together with the registrations and right to all renewals thereof, and the good will of the business of any Grantor symbolized by the Trademarks; (ii) all Patents; (iii) all Copyrights; (iv) all computer programs and software applications and source codes of such Grantor and all intellectual property rights therein and all other Proprietary Information of such Grantor, including, but not limited to, Trade Secrets; and (v) all Permits.

“Intellectual Property Security Agreement Joinder” means an Intellectual Property Security Agreement Joinder, substantially in the form of Exhibit A, or otherwise in form and substance reasonably acceptable to the Agent and the Company.

“Patents” means any patent to which a Grantor now or hereafter has title, as well as any application for a patent now or hereafter made by a Grantor.

“Permits” means all licenses, permits, rights, orders, variances, franchises or authorizations of or from any governmental authority related to any of the assets described in clauses (i) through (iv), inclusive, of the definition “Intellectual Property.”

“Proprietary Information” means all information and know-how worldwide, including, without limitation, technical data; manufacturing data; research and development data; data relating to compositions, processes and formulations, manufacturing and production know-how and experience; management know-how; training programs; manufacturing, engineering and other drawings; specifications; performance criteria; operating instructions; maintenance manuals; technology; technical information; software; computer programs; engineering and computer data and databases; design and engineering specifications; catalogs; promotional literature; financial, business and marketing plans; and inventions and invention disclosures.

“Significant Intellectual Property” has the meaning set forth in Section 4.3 of this Agreement.

“Trademarks” means any trademarks and service marks now held or hereafter acquired by a Grantor, unregistered marks used by a Grantor and trade dress including logos and/or designs in connection with which any of these registered or unregistered marks are used.

“Trade Secrets” means any secretly held existing engineering and other data, information, production procedures and other know-how relating to the design, manufacture, assembly, installation, use, operation, marketing, sale and servicing of any products or business of a Grantor worldwide whether written or not written.

“UCC” means, unless the context indicates otherwise, the Uniform Commercial Code, as at any time adopted and in effect in the State of New York, specifically including and taking into account all amendments, supplements, revisions and other modifications thereto.

1.3 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any Loan Document shall be construed as referring to such Loan Document as from time to time amended, restated, supplemented or otherwise modified, (b) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (c) all references herein to Sections, Schedules, Annexes and Exhibits shall be construed to refer to Sections of, and Schedules and Exhibits to, this Agreement, (d) any reference to a statute, rule or regulation is to that statute, rule or regulation as now enacted or as the same may from time to time be amended, re-enacted or expressly replaced and (e) the words "knowledge" or "aware" or words of similar import shall mean the actual knowledge of a Responsible Officer or the knowledge which a Responsible Officer should have obtained after due inquiry.

## SECTION 2. Security Interest.

2.1 Grant of Security Interest. As security for the prompt and complete payment and performance when due of all of the Obligations, each Grantor does hereby grant to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following of each Grantor, whether now existing or hereafter from time to time arising or acquired and wherever located (collectively, the "Collateral"):

- (a) all Intellectual Property;
- (b) all additions, modifications, alterations, improvements, upgrades, accessions, components, parts, appurtenances, substitutions and/or replacements of, to or for the foregoing; and
- (c) all Proceeds and products of any and all of the foregoing;

provided, however, such Collateral shall in no event include (i) intent-to-use trademark applications and (ii) any lease, license, contract, property rights or agreement to which any Loan Party is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest or lien shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of such Loan Party therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided, that such security interest or lien shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (A) or (B) above (collectively, the "Excluded Property").

2.2 No Assumption of Liability. The security interest hereunder of any Grantor is granted as security only and shall not subject the Agent or any other Secured Creditor to, or in any way alter or modify, any obligation or liability of such Grantor with respect to or arising out of any of the Collateral.

## SECTION 3. Representations and Warranties.

Each Grantor represents and warrants to the Agent and the other Secured Creditors, which representations and warranties shall survive the execution and delivery of this Agreement until the termination of this Agreement in accordance with Section 6.6, as follows:

3.1 Intellectual Property. As of the Closing Date, each Grantor represents and warrants that it is (i) the true and lawful owner of the Trademarks listed on Schedule 3.1, and that said Trademarks constitute all the Trademarks registered or applied for in the United States Patent and Trademark Office that such Grantor now owns; (ii) the true and lawful owner of all rights in the Patents listed on Schedule 3.1, and that said Patents constitute all the United States Patents and applications for United States Patents that such Grantor now owns; and (iii) the true and lawful owner of all rights in the Copyright registrations listed on Schedule 3.1, and that said Copyrights constitute all the registered United States copyrights that such Grantor now owns. No Grantor is aware of any third-party claim that any aspect of such Grantor's present or contemplated business operations infringes or will infringe any trademark, service mark, patent or copyright in a manner which could reasonably be expected to have a Material Adverse Effect.

#### SECTION 4. General Covenants.

4.1 Short Form Security Agreements; Further Assurances. Upon reasonable request of the Agent, any Grantor shall promptly execute and deliver to the Agent such short form security agreements, in form and substance reasonably acceptable to the Agent, so requested in connection with such Grantor's Intellectual Property to the extent it constitutes Collateral. Each Grantor agrees that it will (i) take such action, and deliver such documents or instruments, as the Agent shall reasonably request in connection with the preparation, filing or registration and enforcement of any short form security agreement and (ii) pay all taxes, fees and charges and comply with all statutes and regulations applicable to such filing, recording, registration and publishing and any such re-filing, re-recording, re-registration and re-publishing of any short form security agreement.

4.2 Licenses and Assignments. Each Grantor hereby agrees not to divest itself of any material right under or with respect to any Intellectual Property material to its business other than in the ordinary course of business or as expressly permitted pursuant to the Financing Agreement absent prior written approval of the Agent. Unless and until an Event of Default shall have occurred and be continuing and the Agent shall have notified the Grantors thereof in writing that the rights of any or all of the Grantors under this Section 4.2 are suspended during the continuance of such Event of Default, each Grantor may use and dispose of its Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Financing Agreement or any other Loan Document.

4.3 Infringements. Each Grantor agrees, promptly upon obtaining knowledge thereof, to notify the Agent in writing of the name and address of, and to furnish such pertinent information that may be reasonably available with respect to, any party who may be infringing or otherwise violating any of such Grantor's rights in and to any Intellectual Property that could reasonably be expected to have a Material Adverse Effect (any such Intellectual Property, "Significant Intellectual Property"), or with respect to any party claiming that such Grantor's use of any Significant Intellectual Property violates any property right of that party, to the extent that such infringement or violation could reasonably be expected to result in a Material Adverse Effect. Each Grantor further agrees, unless otherwise determined by the Agent in its Permitted Discretion, diligently to prosecute any Person infringing any Significant Intellectual Property in a manner consistent with its past practice and in the ordinary course of business.

#### 4.4 Trademarks.

(a) Preservation of Trademarks. Each Grantor agrees to use or license the use of its Trademarks in interstate commerce during the time in which this Agreement is in effect, sufficiently to

preserve such Trademarks as trademarks or service marks registered under the laws of the United States, except for Trademarks disposed or abandoned in connection with dispositions or abandonments of Collateral permitted in the Financing Agreement.

(b) Maintenance of Registration. Each Grantor shall, at its own expense, diligently process all documents required by the Trademark Act of 1946, 15 U.S.C. §§ 1051, *et seq.* to maintain Trademark registrations, including but not limited to affidavits of use and applications for renewals of registration in the United States Patent and Trademark Office for all of its Trademarks pursuant to 15 U.S.C. §§ 1058(a), 1059 and 1065, and shall pay all fees and disbursements in connection therewith, and shall not abandon any such filing of affidavit of use or any such application of renewal prior to the exhaustion of all administrative and judicial remedies, except for Trademarks disposed or abandoned in connection with dispositions or abandonments of Collateral permitted in the Financing Agreement.

(c) Future Registered Trademarks. If any Trademark registration issues hereafter to a Grantor as a result of any application now or hereafter pending before the United States Patent and Trademark Office, then, within 30 days after such registration such Grantor shall deliver to the Agent written notice of such registration (which shall include the registration number and owner of such registration), together with a copy of such registration, and a grant of security in such Trademark to the Agent, confirming the grant thereof hereunder, the form of such confirmatory grant to be in form and substance reasonably acceptable to the Agent.

#### 4.5 Patents.

(a) Maintenance of Patents. Each Grantor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. § 41 to maintain in force rights under each Patent, except for Patents disposed in connection with dispositions or abandonments permitted in the Financing Agreement.

(b) Prosecution of Patent Applications. Each Grantor shall diligently prosecute all applications for United States patents, and shall not abandon any such application, except in favor of a continuation application based on such application, prior to exhaustion of all administrative and judicial remedies, absent written consent of the Agent, which consent shall not be unreasonably withheld, except for applications disposed or abandoned in connection with dispositions or abandonments permitted in the Financing Agreement.

4.6 Other Patents and Copyrights. Within 30 days of acquisition of a United States Patent or Copyright, or of filing of an application for a United States Patent or Copyright, the relevant Grantor shall deliver to the Agent written notice of such Patent, Copyright or application therefor (which shall include the registration or application number and owner of such Patent, Copyright or application), together with a copy of said Patent, Copyright or application therefor, as the case may be, with a grant of security as to such Patent, Copyright or application therefor, as the case may be, confirming the grant thereof hereunder, the form of such confirmatory grant to be in form and substance reasonably acceptable to the Agent.

4.7 Maintenance of Records. Each Grantor will keep and maintain at its own cost and expense accurate records in all material respects of its Collateral, including, but not limited to, records of all material payments received, all material credits granted thereon and all other material dealings therewith.

#### SECTION 5. Remedies upon Occurrence of Event of Default.

5.1 Remedies Relating to Intellectual Property. If an Event of Default shall occur and be continuing, the Agent may, in addition to any and all remedies available to it pursuant to the Financing Agreement, by written notice to the relevant Grantor, take any or all of the following actions: (i) declare the entire right, title and interest of such Grantor in and to each of the Copyrights, Patents and Trademarks, together with all trademark rights and rights of protection to the same, vested, in which event such rights, title and interest shall immediately vest in the Agent for the benefit of the Secured Creditors, in which case such Grantor agrees to execute an assignment in form and substance reasonably satisfactory to the Agent of all its rights, title and interest in and to the Copyrights, Patents and Trademarks to the Agent for the benefit of the Secured Creditors; (ii) take and practice or sell the Copyrights or Patents and take and use or sell the Trademarks and the good will of such Grantor's business symbolized by the Trademarks and the right to carry on the business and use the assets of the Grantor in connection with which the Trademarks have been used; and (iii) direct such Grantor to refrain, in which event such Grantor shall refrain, from using the Copyrights, Patents and Trademarks in any manner whatsoever, directly or indirectly, and, if requested by the Agent, change such Grantor's corporate name to eliminate therefrom any use of any mark and execute such other and further documents that the Agent may request in connection with such Grantor's obligations under this Agreement and to transfer ownership of the Copyrights, Patents and Trademarks, and registrations and any pending trademark application, to the Agent for the benefit of the Secured Parties to the extent permitted by applicable law.

5.2 Grant of License to Use Intellectual Property. For the purpose of enabling the Agent to exercise rights and remedies under this Section 5 at such time as the Agent shall be lawfully entitled to exercise such rights and remedies and for no other purpose, each Grantor has granted to the Agent the license set forth in Section 6.2 of the Financing Agreement.

5.3 Remedies Cumulative. Each and every right, power and remedy hereby specifically given to the Agent shall be in addition to every other right, power and remedy specifically given under this Agreement, any Designated Hedge Agreement or the other Loan Documents or now or hereafter existing at law or in equity, or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Agent. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Agent in the exercise of any such right, power or remedy, or partial or single exercise thereof, and no renewal or extension of any of the Obligations, shall impair or constitute a waiver of any such right, power or remedy or shall be construed to be a waiver of any Default or Event of Default or an acquiescence therein. No notice to or demand on any Grantor in any case shall entitle it to any other or further notice or demand in similar or other circumstances or constitute a waiver of any of the rights of the Agent to any other or further action in any circumstances without notice or demand. In the event that the Agent shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Agent may recover reasonable, actual expenses, including reasonable attorneys' fees, and the amounts thereof shall be included in such judgment.

## SECTION 6. Miscellaneous.

6.1 Notices. Except as otherwise herein provided, any notice or other communication herein required or permitted to be given shall be in writing and shall be delivered in the manner set forth in Section 12.6 of the Financing Agreement.

6.2 Entire Agreement. This Agreement, the other Loan Documents and any Designated Hedge Agreements represent the final agreement among the parties with respect to the subject matter hereof and thereof, supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and thereof, and may not be contradicted by evidence of prior, contemporaneous



or subsequent oral agreements among the parties. There are no unwritten oral agreements among the parties.

6.3 Successors and Assigns. This Agreement shall be binding upon each Grantor and its successors and permitted assigns and shall inure to the benefit of the Agent and each other Secured Creditor and their respective successors and assigns, provided that no Grantor may transfer or assign any or all of its rights or obligations hereunder without the written consent of the Agent, except to the extent in connection with a transaction permitted under Section 7.4(d) of the Financing Agreement or otherwise permitted upon the express written consent of the Required Lenders in accordance with Section 14.10 of the Financing Agreement. All agreements, statements, representations and warranties made by each Grantor herein or in any certificate or other instrument delivered by such Grantor or on its behalf under this Agreement shall be considered to have been relied upon by the Secured Creditors and shall survive the execution and delivery of this Agreement, the other Loan Documents and any Designated Hedge Document regardless of any investigation made by the Secured Creditors on their behalf.

6.4 Headings Descriptive. The headings of the several Sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

6.5 Severability. If any provision hereof or of any other Loan Document is held to be illegal or unenforceable, such provision shall be fully severable, and the remaining provisions of the applicable agreement shall remain in full force and effect and shall not be affected by such provision's severance. Furthermore, in lieu of any such provision, there shall be added automatically as a part of the applicable agreement a legal and enforceable provision as similar in terms to the severed provision as may be possible.

6.6 Termination. Upon Payment in Full, this Agreement shall automatically terminate, and the Agent, at the request and expense of the Grantors, will execute and deliver to the relevant Grantor a proper instrument or instruments (including releases or reassignments for filing at the United States Patent and Trademark Office and UCC termination statements on form UCC-3) acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to the relevant Grantor (without recourse and without any representation or warranty) such of the Collateral as may be in the possession of the Agent and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement. In connection with dispositions and abandonments of Collateral permitted pursuant to the Financing Agreement, the Agent shall, upon the written request of the Grantors, (i) release the Lien of the Agent, for the benefit of the Secured Creditors, on any of the Collateral disposed or abandoned as permitted by the Financing Agreement and (ii) promptly deliver documents reasonably requested by the Grantors (at the expense of the Grantors) to effect such releases.

6.7 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, including via facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. A set of counterparts executed by all the parties hereto shall be lodged with the Company and the Agent.

6.8 Additional Grantors. Upon the execution and delivery by any Person of an Intellectual Property Security Agreement Joinder, (a) such Person shall be referred to as an "Additional Grantor" and shall become and be a Grantor hereunder, and each reference in this Agreement to a "Grantor" shall also mean and be a reference to such Additional Grantor, and each reference in any other Loan Document to a "Grantor" shall also mean and be a reference to such Additional Grantor, and (b) each reference herein to "this Agreement," "hereunder," "hereof" or words of like import referring to this Agreement, and each

reference in any other Loan Document to the "Intellectual Property Security Agreement," "thereunder," "thereof" or words of like import referring to this Agreement, shall mean and be a reference to this Agreement as supplemented by such Intellectual Property Security Agreement Joinder.

**6.9 WAIVER OF JURY TRIAL; SERVICE OF PROCESS; DAMAGES. THE GRANTORS AND THE AGENT EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER OR THEREUNDER. EACH GRANTOR AND THE AGENT EACH IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 12.6 OF THE FINANCING AGREEMENT. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. IN NO EVENT WILL THE AGENT BE LIABLE FOR LOST PROFITS, PUNITIVE OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES.**

**6.10 CHOICE OF LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

JEVIC TRANSPORTATION, INC.

By: [Signature]  
Name: David Gorman  
Title: President & CEO

JEVIC HOLDING CORP.

By: [Signature]  
Name: David Gorman  
Title: President & CEO

CREEK ROAD PROPERTIES, LLC

By: [Signature]  
Name: David Gorman  
Title: President & CEO

Accepted by:

THE CIT GROUP/BUSINESS CREDIT,  
INC., as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

JEVIC TRANSPORTATION, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JEVIC HOLDING CORP.


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CREEK ROAD PROPERTIES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted by:

THE CIT GROUP/BUSINESS CREDIT,  
INC., as Agent

By:   
Name: — Jerry L. McDonald —  
Title: — Senior Vice President —

**SCHEDULE 3.1**

Copyrights, Patents and Trademarks

(a) Copyrights: None.

(b) Trademarks:

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>
<u>Creek Road Properties, LLC</u>	<u>BEST OF THE BEST</u>	<u>U.S.</u>	<u>78/238,292</u>	<u>2,919,927</u>
<u>Creek Road Properties, LLC</u>	<u>BREAKBULK-FREE</u>	<u>U.S.</u>	<u>75/183,032</u>	<u>2,087,857</u>
<u>Creek Road Properties, LLC</u>	<u>BREAKBULK-FREE LTL</u>	<u>U.S.</u>	<u>75/198,595</u>	<u>2,112,310</u>
<u>Creek Road Properties, LLC</u>	<u>EXPERIENCE JEVIC</u>	<u>U.S.</u>	<u>76/259,331</u>	<u>2,667,157</u>
<u>Creek Road Properties, LLC</u>	<u>HEAT FLEET</u>	<u>U.S.</u>	<u>75/701,610</u>	<u>2,341,061</u>
<u>Creek Road Properties, LLC</u>	<u>INSTINCTIVELY RIGHT</u>	<u>U.S.</u>	<u>76,050,483</u>	<u>2,592,564</u>
<u>Creek Road Properties, LLC</u>	<u>JEVIC</u>	<u>U.S.</u>	<u>74/448,031</u>	<u>2,868,627</u>
<u>Creek Road Properties, LLC</u>	<u>JEVIC NEXT DAY</u>	<u>U.S.</u>	<u>78/177,238</u>	<u>2,799,615</u>
<u>Creek Road Properties, LLC</u>	<u>JEVIC SECURITY WEB</u>	<u>U.S.</u>	<u>78/263,173</u>	<u>2,973,427</u>
<u>Creek Road Properties, LLC</u>	<u>JEVIC 100% GUARANTEED</u>	<u>U.S.</u>	<u>78/177,535</u>	<u>2,794,787</u>
<u>Creek Road Properties, LLC</u>	<u>LOAD TO RIDE</u>	<u>U.S.</u>	<u>78/238,287</u>	<u>3,056,157</u>
<u>Creek Road Properties, LLC</u>	<u>NOT JUST TRUCKING, SOLUTIONS</u>	<u>U.S.</u>	<u>76/272,765</u>	<u>2,674,140</u>
<u>Creek Road Properties, LLC</u>	<u>PRESYS</u>	<u>U.S.</u>	<u>78/238,294</u>	<u>2,973,210</u>
<u>Creek Road Properties, LLC</u>	<u>REAL REAL-TIME</u>	<u>U.S.</u>	<u>78/177,240</u>	<u>2,756,342</u>
<u>Creek Road Properties, LLC</u>	<u>WHATEVER IT TAKES</u>	<u>U.S.</u>	<u>78/316,862</u>	<u>2,974,004</u>
<u>Creek Road Properties, LLC</u>	<u>BEST OF THE BEST</u>	<u>U.S.</u>	<u>78/238,292</u>	<u>2,919,927</u>

(c) Patents: None.

INTELLECTUAL PROPERTY SECURITY AGREEMENT JOINDER

This INTELLECTUAL PROPERTY SECURITY AGREEMENT JOINDER dated as of \_\_\_\_\_, \_\_\_\_\_ (this "Agreement") made by [Insert Name of New Grantor], a [Insert State of Organization] [corporation, limited partnership or limited liability company] (the "New Grantor") in favor of [\_\_\_\_\_], as Agent (the "Agent") for the benefit of the Secured Creditors (as defined in the Intellectual Property Security Agreement referred to below).

RECITALS

A. Jevic Transportation, Inc., a New Jersey corporation, entered into the Financing Agreement, dated as of July 28, 2006 (as the same may from time to time be amended, restated or otherwise modified, the "Financing Agreement"), with the other Loan Parties (as defined in the Financing Agreement) party thereto, the lenders from time to time party thereto, and the Agent.

B. In connection with the Financing Agreement, the Loan Parties (together with any Additional Grantor, collectively, the "Grantors" and individually, each a "Grantor") entered into an Intellectual Property Security Agreement (as the same may from time to time be amended, restated or otherwise modified, the "Intellectual Property Security Agreement"), pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Creditors a security interest in and pledge of substantially all of their intellectual property.

C. The New Grantor is a Subsidiary (as defined in the Financing Agreement), of Holdings and desires to become a party to the Intellectual Property Security Agreement pursuant to Section 6.8 of the Intellectual Property Security Agreement and to become a "Grantor" thereunder.

D. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Intellectual Property Security Agreement.

AGREEMENT

In consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the New Grantor hereby agrees as follows:

SECTION 1. Assumption and Joinder.

(a) The New Grantor hereby expressly assumes, and hereby agrees to perform and observe, each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, appointments, duties and liabilities of a "Grantor" under the Intellectual Property Security Agreement and all of the other Loan Documents (as defined in the Financing Agreement) applicable to it as a Grantor under the Intellectual Property Security Agreement. By virtue of the foregoing, the New Grantor hereby accepts and assumes any liability of a Grantor related to each representation, warranty, covenant or obligation made by a Grantor in the Intellectual Property Security Agreement, and hereby expressly affirms, as of the date hereof, each of such representations and warranties are true and correct in all material respects (except to the extent such representations and warranties relate to an earlier date, in which case, they are true and correct in all material respects as of such date). In connection with the foregoing, the New Grantor hereby grants to the Agent for the benefit of the Secured Creditors a security

interest in, and hereby pledges to the Agent, for the benefit of the Secured Creditors, all of the Collateral of the New Grantor on the terms and conditions set forth in the Intellectual Property Security Agreement.

(b) All references to the term Grantor in the Intellectual Property Security Agreement or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be a reference to, and shall include, the New Grantor.

SECTION 2. Representations and Warranties. The New Grantor hereby represents and warrants to the Agent and the Secured Creditors as follows:

(a) The New Grantor has the requisite [corporate, partnership or company] power and authority to enter into this Agreement and to perform its obligations hereunder and under the Intellectual Property Security Agreement and any other Loan Document to which it is a party. The execution, delivery and performance of this Agreement by the New Grantor and the performance of its obligations under this Agreement, the Intellectual Property Security Agreement, and any other Loan Document have been duly authorized by the [Board of Directors of the New Grantor]. This Agreement has been duly executed and delivered by the New Grantor. This Agreement, the Intellectual Property Security Agreement and each Loan Document constitutes the legal, valid and binding obligation of the New Grantor enforceable against it in accordance with its respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity, whether such enforceability is considered in a proceeding at law or in equity.

(b) The representations and warranties set forth in the Intellectual Property Security Agreement are true and correct in all material respects on and as of the date hereof as such representations and warranties apply to the New Grantor (except to the extent that any such representations and warranties expressly relate to an earlier date, in which case, the representations and warranties are true and correct in all material respects as of such date) with the same force and effect as if made on the date hereof.

SECTION 3. Updates to Schedules. As of the date hereof, the New Grantor represents and warrants that it is (i) the true and lawful owner of the Trademarks listed on Annex A attached hereto, which Annex is a supplement to Schedule 3.1 to the Intellectual Property Security Agreement, and that said Trademarks constitute all the Trademarks registered or applied for in the United States Patent and Trademark Office that the New Grantor now owns (ii) the true and lawful owner of all rights in the Patents listed on Annex A attached hereto, and that said Patents constitute all the United States Patents and applications for United States Patents that the New Grantor now owns; and (iii) the true and lawful owner of all rights in the Copyright registrations listed on Annex A attached hereto, and that said Copyrights constitute all the registered United States copyrights that the New Grantor now owns. The New Grantor is not aware of any third-party claim that any aspect of the New Grantor's present or contemplated business operations infringes or will infringe any trademark, service mark, patent or copyright in a manner which could reasonably be expected to have a Material Adverse Effect.

SECTION 4. Further Assurances. At any time and from time to time, upon the Agent's reasonable request and at the sole expense of the New Grantor, the New Grantor will promptly and duly execute and deliver any and all further instruments and documents and take such further action as the Agent reasonably deems necessary to effect the purposes of this Agreement.

SECTION 5. Binding Effect. This Agreement shall be binding upon the New Grantor and its successors and permitted assigns and shall inure to the benefit of the Agent and the other Secured Creditors and their respective successors and assigns.

SECTION 6. CHOICE OF LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. WAIVER OF JURY TRIAL; SERVICE OF PROCESS; DAMAGES. THE NEW GRANTOR AND THE AGENT EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER OR THEREUNDER. THE NEW GRANTOR AND THE AGENT EACH IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 12.6 OF THE FINANCING AGREEMENT. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. IN NO EVENT WILL THE AGENT BE LIABLE FOR LOST PROFITS, PUNITIVE OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES.

SECTION 8. Miscellaneous. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed copy of this Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name:  
Title:

Accepted and acknowledged by:

THE CIT GROUP/BUSINESS CREDIT,  
INC., as Agent

By: \_\_\_\_\_  
Name:  
Title: