-|OP \$215.00 202488

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
Pittsburgh Logistics Systems, Inc.		11/22/2006	CORPORATION: PENNSYLVANIA
Eflatbed.com, Inc.		11/22/2006	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association, as Administrative Agent
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2024885	PITTSBURGH LOGISTICS SYSTEMS, INC.
Registration Number:	2549400	E
Registration Number:	2555250	E
Registration Number:	2485096	E EFLATBED.COM
Registration Number:	2593804	E EFLATBED.COM
Registration Number:	2406209	EFLATBED.COM
Registration Number:	2473711	EFLATBED.COM
Registration Number:	2417418	PLS INTERNATIONAL, INC.

CORRESPONDENCE DATA

Fax Number: (312)863-7812

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

Email: nathaniel.panek@goldbergkohn.com

Correspondent Name: Nathaniel Panek
Address Line 1: 55 East Monroe St.

TRADEMARK REEL: 003438 FRAME: 0372

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Address Line 2: Suite 3700 Address Line 4: Chicago, ILLIN	NOIS 60603
ATTORNEY DOCKET NUMBER:	1403.525
NAME OF SUBMITTER:	Nathaniel Panek
Signature:	/nathaniel panek/
Date:	12/05/2006
Total Attachments: 7 source=PLS_TMs#page1.tif source=PLS_TMs#page2.tif source=PLS_TMs#page3.tif source=PLS_TMs#page4.tif source=PLS_TMs#page5.tif source=PLS_TMs#page6.tif source=PLS_TMs#page7.tif	

TRADEMARK
REEL: 003438 FRAME: 0373

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement"</u>), dated as of November 22, 2006, by PITTSBURGH LOGISTICS SYSTEMS, INC., a Pennsylvania corporation ("<u>PLS</u>") and EFLATBED.COM, INC., a Pennsylvania corporation (together with PLS, each a "<u>Grantor</u>" and together the "<u>Grantors</u>"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "<u>Administrative Agent</u>").

RECITALS

- A. Each Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, each Grantor and/or its affiliates.
- B. Each Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.
- C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.
- D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith:

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- 2. each trademark license, including, without limitation, each trademark license listed on <u>Schedule 1</u> annexed hereto, together with all goodwill associated therewith; and
- 3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

Each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

	PITTSBURGH LOGISTICS SYSTEMS, INC.
	By: Manhagun
	Title:
	EFLATBED.COM, INC.
	By: Godel Magun
	Title:
Acknowledged:	
LASALLE BANK NATIONAL ASSO as Administrative Agent	CIATION,
By:	
Title:	··· Makanana

Each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PITTSBURGH LOGISTICS SYSTEMS, INC.
By:
EFLATBED.COM, INC.
By:Title:

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION, as Administrative Agent

By: Jacklen Title:

STATE OF <u>luminframia</u>) ss COUNTY OF <u>Alleyhern</u>)

On this <u>22</u> day of <u>Novely</u>, <u>2001</u>, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of PITTSBURGH LOGISTICS SYSTEMS, INC., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Wen C'llow______Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Eileen O'Hara, Notary Public

City Of Pittsburgh, Allegheny County

My Commission Expires Sept. 25, 2008

Member, Pennsylvania Association Of Notaries

STATE OF femighenia) ss COUNTY OF Heghens)

On this <u>22.1</u>dday of <u>Vovember</u>, <u>2001</u>, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the eFLATBED.COM, INC., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

helun O'Hour_ Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Eileen O'Hara, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Sept. 25, 2008

Member, Pennsylvania Association Of Notaries

SCHEDULE 1 to TRADEMARK SECURITY AGREEMENT

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

Grantor	Trademark	Registration Number	Registration Date	
Pittsburgh Logistics Systems, Inc.	Pittsburgh Logistics Systems, Inc. (Principal Register)	2,024,885	12/24/96	
eflatbed.com, inc.	eflatbed.com, inc. (Principal Register) (stylized)	2,549,400	3/19/02	
eflatbed.com, inc.	eflatbed.com, inc. (Principal Register) (stylized)	2,555,250	4/2/02	
eflatbed.com, inc.	eflatbed.com (Principal Register) (stylized)	2,485,096	9/4/01	
eflatbed.com, inc.	eflatbed.com (Principal Register) (stylized)	2,593,804	7/6/02	
Pittsburgh Logistics Systems, Inc.	eflatbed.com (Principal Register)	2,406,209	11/21/00	
eflatbed.com, inc.	eflatbed.com (Principal Register)	2,473,711	7/31/01	
Pittsburgh Logistics Systems, Inc. PLS International, Inc. (Principal Register) (stylized)		2,417,418	1/2/01	

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RECORDED: 12/05/2006

TRADEMARK REEL: 003438 FRAME: 0380