

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greatwide Logistics Services, Inc.		12/19/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Swiss Financial Institution:		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	78730223	GREATWIDE	
Serial Number:	78800403	GREATWIDE AMERICAN TRANSFREIGHT	
Serial Number:	78800399	GREATWIDE CHEETAH TRANSPORTATION	
Serial Number:	78800390	GREATWIDE DALLAS MAVIS	
Serial Number:	78776497	GREATWIDE DEDICATED TRANSPORT	
Serial Number:	78776484	GREATWIDE DISTRIBUTION LOGISTICS	
Serial Number:	78730233	GREATWIDE DISTRIBUTION SERVICES	
Serial Number:	78730234	GREATWIDE FREIGHT MANAGEMENT SERVICES	
Serial Number:	78730227	GREATWIDE INTEGRATED LOGISTICS	
Serial Number:	78776494	GREATWIDE LOGISTICS SERVICES	
Serial Number:	78730236	GREATWIDE MANAGED TRANSPORT SERVICES	
Serial Number:	78776508	GREATWIDE TRUCKLOAD BROKERAGE	
Serial Number:	78730229	GREATWIDE TRUCKLOAD LOGISTICS SERVICES	
Serial Number:	78776501	GREATWIDE TRUCKLOAD MANAGEMENT	

CH \$365.00 78730223

900066345

TRADEMARK
REEL: 003457 FRAME: 0365

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 702887
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	01/09/2007

Total Attachments: 6

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement (this "Trademark Security Agreement"), dated as of December 19, 2006, by Greatwide Logistics Services, Inc. (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Guarantee and Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the

provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the payment in full of the obligations under the Second Lien Credit Agreement and termination of the Guarantee and Collateral Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

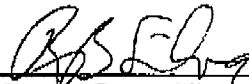
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


Greatwide Logistics Services, Inc.


By: 
Name: Roger Silva
Title: Chief Financial Officer

[Second Lien Trademark Security Agreement]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Richard L. Tavrow
Title: Director

By: 
Name: Irja R. Otsa
Title: Associate Director

[Second Lion Trademark Security Agreement]

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
GREATWIDE LOGISTICS SERVICES, INC.	78/730,223	GREATWIDE
GREATWIDE LOGISTICS SERVICES, INC.	78/800,403	GREATWIDE AMERICAN TRANSFREIGHT
GREATWIDE LOGISTICS SERVICES, INC.	78/800,399	GREATWIDE CHEETAH TRANSPORTATION
GREATWIDE LOGISTICS SERVICES, INC.	78/800,390	GREATWIDE DALLAS MAVIS
GREATWIDE LOGISTICS SERVICES, INC.	78/776,497	GREATWIDE DEDICATED TRANSPORT
GREATWIDE LOGISTICS SERVICES, INC.	78/776,484	GREATWIDE DISTRIBUTION LOGISTICS
GREATWIDE LOGISTICS SERVICES, INC.	78/730,233	GREATWIDE DISTRIBUTION SERVICES
GREATWIDE LOGISTICS SERVICES, INC.	78/730,234	GREATWIDE FREIGHT MANAGEMENT SERVICES
GREATWIDE LOGISTICS SERVICES, INC.	78/730,227	GREATWIDE INTEGRATED LOGISTICS
GREATWIDE LOGISTICS SERVICES, INC.	78/776,494	GREATWIDE LOGISTICS SERVICES
GREATWIDE LOGISTICS SERVICES, INC.	78/730,236	GREATWIDE MANAGED TRANSPORT SERVICES
GREATWIDE LOGISTICS SERVICES, INC.	78/776,508	GREATWIDE TRUCKLOAD BROKERAGE

GREATWIDE LOGISTICS SERVICES, INC.	78/730,229	GREATWIDE TRUCKLOAD LOGISTICS SERVICES
GREATWIDE LOGISTICS SERVICES, INC.	78/776,501	GREATWIDE TRUCKLOAD MANAGEMENT