

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carolina Logistics Services, Inc.		04/29/2007	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	201 South College Street
Internal Address:	8th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3148094	CLS CAROLINA LOGISTICS SERVICES
Serial Number:	78904688	1ST TOUCH ADVANTAGE
Serial Number:	77089803	RETURNSPRO
Serial Number:	77109316	B2BID.COM

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704 331 5792
Email: dmillard@kennedycovington.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 N Tryon St, Hearst Tower 47th Floor
Address Line 2: Kennedy Covington Lobdell & Hickman, LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

OP \$115.00 3148094

ATTORNEY DOCKET NUMBER:	13567.160 CAROLOGISTICS
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	05/08/2007
<p>Total Attachments: 6 source=CarolinaLogisticsServicesIncTMSecAgmt#page1.tif source=CarolinaLogisticsServicesIncTMSecAgmt#page2.tif source=CarolinaLogisticsServicesIncTMSecAgmt#page3.tif source=CarolinaLogisticsServicesIncTMSecAgmt#page4.tif source=CarolinaLogisticsServicesIncTMSecAgmt#page5.tif source=CarolinaLogisticsServicesIncTMSecAgmt#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of April 29, 2007 by and between CAROLINA LOGISTICS SERVICES, INC., a North Carolina corporation (the "Grantor"), having its chief executive office at 2601 Pilgrim Court, Winston-Salem, NC 27106, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of April 29, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Inmar, Inc., a North Carolina corporation, as the Borrower, Inmar Holdings, Inc., a Delaware corporation, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of April 29, 2007 by and among Inmar, Inc., a North Carolina corporation, Inmar Holdings, Inc., a Delaware corporation, certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 27th day of April, 2007.

CAROLINA LOGISTICS SERVICES, INC., as Grantor

By: *Drew M. Dixon*
Name: Drew M. Dixon
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Forsyth

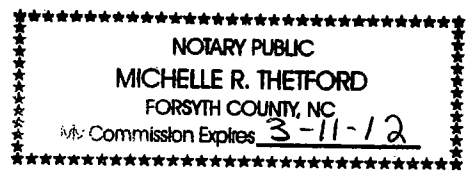
I, Michelle R. Thetford a Notary Public for said County and State, do hereby certify that Drew M. Dixon personally appeared before me this day and stated that he is Chief Financial Officer of Carolina Logistics Services, Inc. and acknowledged, on behalf of Carolina Logistics Services, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 27 day of April, 2007.

Michelle R. Thetford
Notary Public

My commission expires:


March 11, 2012



[Signature Pages Continue]

Agreed and Accepted as of the
29th day of April, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: **Robert Sevin**
Title: **Director**

Schedule A to Trademark Security Agreement

Trademark	Registration or Serial No.	Registration or Filing Date	Affidavit of Use	Renewal Due
CLS	3,148,094	September 26, 2006	February 11, 1998	September 26, 2012
1st Touch Advantage	78/904,688	June 9, 2006	N/A	N/A
Returns Pro	77/089,803	January 24, 2007	N/A	N/A
B2Bid.com	77/109,316	February 16, 2007	September 1, 2003	N/A

[Trademark Security Agreement- CLS]

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TRADEMARK
REEL: 003537 FRAME: 0749

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None