

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
Allied Systems Holdings, Inc.		05/29/2007	CORPORATION: GEORGIA
Allied Systems, LTD		05/29/2007	LIMITED PARTNERSHIP: GEORGIA

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc.
Street Address:	30 S. Wacker Drive
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1561418	AS ALLIED SYSTEMS
Registration Number:	2080261	AXIS
Registration Number:	3049043	DRIVING THE STANDARD

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 804-788-8523
 Email: HWRITM@hunton.com
 Correspondent Name: Edward T. White
 Address Line 1: 951 East Byrd Street
 Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	64534.30
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CH \$90.00 1561418

NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	06/01/2007
Total Attachments: 6 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 29, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of ALLIED SYSTEMS HOLDINGS, INC. and ALLIED SYSTEMS, LTD. (L.P.) (collectively, "Grantors") and THE CIT GROUP/BUSINESS CREDIT, INC., in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to the Amended and Restated Pledge and Security Agreement (First Lien) dated as of May 15, 2007 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a 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 (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

ALLIED SYSTEMS HOLDINGS, INC.

By: *Thomas M. Duffy*
Name: *Thomas M. Duffy*
Title: *Executive Vice President*

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
) ss.
COUNTY OF Cobb)

On this 29 day of May, 2007, before me personally appeared *Thomas Duffy*, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of *Allied Systems Holdings* who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Susan Cheryl Arnold
Notary Public



ALLIED SYSTEMS, LTD. (L.P.)

By: *Thomas M. Ruff*
 Name: *Thomas M. Ruff*
 Title: *Executive Vice President*

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
) ss.
 COUNTY OF Cobb)

On this 29 day of May, 2007, before me personally appeared Tommy Duffey proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Allied Systems Ltd. L.P. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Susan Cheryl Arnold
 Notary Public



[Signature Page - Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED
BY:

THE CIT GROUP/BUSINESS CREDIT,
INC.,
as First Lien Collateral Agent

By: 

Name: *J. Danforth*
Title: *VP*

[Signature Page - Trademark Security Agreement]

TRADEMARK
REEL: 003553 FRAME: 0243

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Active Trademark</u>	<u>Status</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Owner/Assignee</u>
AS Allied Systems (Stylized)	Registered	1561418	73758566	Allied Holdings
AXIS (and Design)	Registered	2080261	75068567	Allied Holdings
Driving the Standard	Registered	3049043	78433923	General Electric Capital Corporation (Assignors: Allied Holdings/ Allied Systems)

[Trademark Security Agreement]

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RECORDED: 06/01/2007

TRADEMARK
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