

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
Worldwide Express Operations, LLC		08/02/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2337684	WORLDWIDE EXPRESS	
Registration Number:	3056928	CLEARVIEW	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-00261		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		

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TRADEMARK
REEL: 003596 FRAME: 0127

Date:

08/07/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2007, is between **WORLDWIDE EXPRESS OPERATIONS, LLC**, a Delaware limited liability company (the “**Grantor**”), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the “**Grantee**”) for the benefit of Agent, the L/C Issuers, Lenders and other Secured Parties (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule I annexed hereto, and is a party to the Trademark licenses listed on Schedule I annexed hereto;

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor, the other Credit Parties party thereto, General Electric Capital Corporation, as agent (“**Agent**”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “**Lenders**”), and as a Lender, the other Lenders from time to time party thereto and the L/C Issuers from time to time party thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders and the L/C Issuers; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, as a “Debtor,” the other “Debtors” party thereto and Grantee, Grantor has granted to Grantee for the benefit of Agent, the L/C Issuers, the Lenders and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “Liabilities”;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule I and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Capitalized terms used herein without definition and defined in the Security Agreement are used herein as defined therein.

- Remainder of page intentionally left blank; signature page follows -

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

**WORLDWIDE EXPRESS
OPERATIONS, LLC**, a Delaware limited
liability company

By: 
Name: David Miller
Title: PRESIDENT

Accepted as of the year and date first written above:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent for the benefit
of Lenders

By: _____
Name: _____
Its: Duly Authorized Signatory

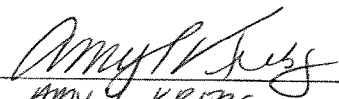
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**WORLDWIDE EXPRESS
OPERATIONS, LLC**, a Delaware limited
liability company

By: _____
Name: _____
Title: _____

Accepted as of the year and date first written above:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent for the benefit
of Lenders

By: 
Name: AMY L. KREBS
Its: Duly Authorized Signatory

**Schedule I
to Trademark
Security Agreement**

Trademark Schedule:

<u>Name of Owner</u>	<u>Trademark</u>	<u>App. #</u>	<u>Reg. #</u>	<u>Reg. Date</u>
Worldwide Express Operations, LLC, as assignee of CGI Franchise Systems, Inc.	"Worldwide Express & Design"	75/651,669	2,337,684	April 4, 2000
Worldwide Express Operations, LLC, as assignee of CGI Franchise Systems, Inc.	"Clearview"	76/614,154	3,056,928	February 7, 2006

Trademark Security Agreement