Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

CONVEYING PARTY DATA

Name	Name Formerly Ex		Entity Type	
Truckwriters, Inc.		08/01/2007	CORPORATION: NEBRASKA	

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: 2

Property Type	Number	Word Mark	
Registration Number:	2023111	TRUCKWRITERS INC.	
Registration Number:	2021745	TRUCKWRITERS, INC.	

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

ATTORNEY DOCKET NUMBER: 13567.165 TRUCKWRITERS

NAME OF SUBMITTER: Karl S. Sawyer, Jr.

TRADEMARK REEL: 003613 FRAME: 0142

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5 \$65.00 202;

Signature:	/Karl S. Sawyer, Jr./
Date:	09/01/2007
Total Attachments: 6 source=TruckwritersInc#page1.tif source=TruckwritersInc#page2.tif source=TruckwritersInc#page3.tif source=TruckwritersInc#page4.tif source=TruckwritersInc#page5.tif source=TruckwritersInc#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "<u>Agreement</u>") dated as of August 1, 2007 by and between TRUCKWRITERS, INC., a Nebraska corporation (the "<u>Grantor</u>"), having its chief executive office at 3480 Preston Ridge Road, Suite 250, Alpharetta, Georgia 30005 and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "<u>Administrative Agent</u>"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of August 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among C.G. JCF, LLC, a Delaware limited liability company, as Intermediate Holdco, C.G. JCF Corp., a Delaware corporation, as Borrower, the Lenders who are or may become party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of August 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a 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) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under Applicable Law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark 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

4825-6055-8593.01

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 page follows]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

TRUCKWRITERS, INC., as Grantor

Name: Brian Win

Title: President

ACKNOWLEDGMENT

COUNTY OF New York

I, Sue V. Ledenhouse, a Notary Public for said County and State, do hereby certify that Brim Winkoff personally appeared before me this day and stated that the is resident of Truckwriters, Inc. and acknowledged, on behalf of Truckwriters, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 1st day of Pugus T, 2007.

Notary Public

My commission expires:

St.E V. LEDERHOUSE
Notary Public, State of New York
No. 01LE4953675
Qualities on New York County
Commission Expires, but 23, 27005

[Trademark Security Agreement - C.G. JCF Corp.]

Agreed and Accepted as of the ____ day of August, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent

Name: Gregory H. Jones

Title: Director

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Registration Number	Filing Date	Registration Date (and renewal date(s), if applicable)	Date of First Use	Country
Truckwriters, Inc. (design) (service mark)	2,023,111	June 1, 1995	December 17, 1996	January 12, 1993	USA
Truckwriters, Inc. (service mark)	2,021,745	June 1, 1995	December 10, 1996	January 12, 1993	USA

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Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

NONE

RECORDED: 09/01/2007

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