

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ADS Logistics, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 18, 2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation
 Internal Address: _____
 Street Address: 500 West Monroe Street
 City: Chicago
 State: Illinois
 Country: USA Zip: 60661

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

77307566

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Mandie Smolich

Internal Address: Sidley Austin LLP

Street Address: 555 West Fifth Street, 40th Floor

City: Los Angeles

State: CA Zip: 90013

Phone Number: 213-896-6147

Fax Number: 213-896-6600

Email Address: msmolich@sidley.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501597

Authorized User Name Mandie Smolich

9. Signature:

Mandie Smolich
Signature

January 18, 2008
Date

Mandie Smolich
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 501597 77307566

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT (TRADEMARK), dated as of January 18, 2008 (this "Agreement"), by and between **ADS LOGISTICS, LLC**, a Delaware limited liability company ("Obligor"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation (in its individual capacity, together with its successors and assigns, "GECC"), acting in its capacity as contractual representative (in such capacity, together with its successors in such capacity, the "Documentation Agent") for the benefit of all "Lender Parties" (as such term is defined in the Secured Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to a Third Amended and Restated Secured Credit Agreement made and entered into as of January 18, 2008 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the "Secured Credit Agreement") by and among Obligor, Alternative Distributions Systems, Inc., a Delaware corporation ("ADS"), May Logistics Services, Inc., a California corporation, in its capacity as contractual borrowing representative and funds administrator for the Obligor ("MLS"), General Electric Capital Corporation ("GECC") acting in its capacity as contractual representative (in such capacity, together with its successors in such capacity, the "Documentation Agent" and the "Administrative Agent") for the benefit of all Lender Parties (as defined below), GECC, acting in its capacity as issuing bank (the "Issuing Bank"), and the financial institutions from time to time parties thereto as lenders (collectively, the "Lenders"; together with the Documentation Agent, the Administrative Agent and the Issuing Bank, collectively, the "Lender Parties"), the Lender Parties have extended Commitments to make Loans and other extensions of Credit to the Obligor, on the terms and subject to the conditions set forth in the Secured Credit Agreement.

WHEREAS, in connection with the Secured Credit Agreement, Obligor, ADS and MLS have executed and delivered to Documentation Agent a Second Amended and Restated Security Agreement, dated as of December 21, 2005, as amended by that certain First Amendment to Second Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Loans and other extensions of credit under the Secured Credit Agreement, Obligor is required to execute and deliver this Agreement and to grant to Documentation Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make Loans and other extensions of credit pursuant to the Secured Credit Agreement, Obligor agrees, for the benefit of all Lender Parties, as follows:

EXECUTION VERSION

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of the Liabilities, Obligor does hereby mortgage, pledge and grant to Documentation Agent for the benefit of all Lender Parties a continuing security interest in, all of the following property of such Obligor (the "Trademark Collateral"), whether now or hereafter owned, acquired, existing or arising:

- (a) the trademarks referred to in **Attachment 1** hereto;
- (b) all reissues, extensions or renewals of any of the items described in **clause (a)**;
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in **clause (a)**; and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by Obligor against third parties for past, present or future infringement or dilution of any Trademark, including any Trademark referred to in **Attachment 1** hereto, or for any injury to the goodwill associated with the use of any Trademark.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Obligor for the purpose of registering the security interest of Documentation Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Documentation Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Documentation Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon indefeasible payment in full in cash and performance of all Liabilities, Documentation Agent shall, at Obligor's expense, execute and deliver to Obligor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of Documentation Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Document. This Agreement is a Related Credit Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

TRADEMARK SECURITY AGREEMENT

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TRADEMARK
REEL: 003700 FRAME: 0838


EXECUTION VERSION

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ADS LOGISTICS, LLC

By: 
Name: Patrick G. Sullivan
Title: VP of Ops

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Cyndi Ernst, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Christina Sullivan, personally known to me to be a V.P. & CEO of ADS LOGISTICS, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said limited liability company, pursuant to authority, given by the Managers of said limited liability company as such person's free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of January, 2008.



Cyndi Ernst
Notary Public


My Commission Expires:

1/7/11

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

LS 11541

**GENERAL ELECTRIC CAPITAL
CORPORATION**, a Delaware corporation,
as Documentation Agent

By: 
Name: _____ **JOHN M. STEIDLE**
Title: _____ **DULY AUTHORIZED SIGNATORY**

STATE OF Illinois)
)
COUNTY OF Cook) SS.

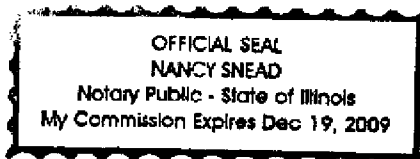
I, Nancy Sneed, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that John Steidle, personally known to me to be a Signatory of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said limited liability company, pursuant to authority, given by the Members of said limited liability company as such person's free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of January, 2008.

Nancy Sneed
Notary Public

My Commission Expires:

12-19-2009



EXECUTION VERSION

ATTACHMENT 1
to
Agreement
(Trademark)

Item A. Trademarks

Registered Trademarks

None.

Pending Trademark Applications

| <u>Country</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-----------------------------|------------------|-------------------------|--------------------------|
| United States of America | ADS LOGISTICS | 77307566 | 10/18/2007 |

Trademark Applications in Preparation

None.