

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
ADS Logistics, LLC		01/18/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	William Blair Mezzanine Capital Fund II, L.P.		
Street Address:	303 W. Madison Street		
Internal Address:	Suite 2100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2567070	LOMAS	
Registration Number:	2611954	LOMAS	
Registration Number:	2623248	E-TRANZIT & DESIGN	
Registration Number:	2509907	LOMAS	
Registration Number:	2665422	E TRANZIT	
Serial Number:	77307566	ADS LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	(414)298-8097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-298-1000		
Email:	klee@reinhartlaw.com		
Correspondent Name:	Kent A. Lee		
Address Line 1:	1000 North Water Street		
Address Line 2:	Suite 2100		

CH \$165.00 2567070

900097289

TRADEMARK
REEL: 003703 FRAME: 0172

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:

10269

NAME OF SUBMITTER:

Kent A. Lee

Signature:

/Kent A. Lee/

Date:

01/24/2008

Total Attachments: 8

source=CAPYAgreement (Trademark)#page1.tif

source=CAPYAgreement (Trademark)#page2.tif

source=CAPYAgreement (Trademark)#page3.tif

source=CAPYAgreement (Trademark)#page4.tif

source=CAPYAgreement (Trademark)#page5.tif

source=CAPYAgreement (Trademark)#page6.tif

source=CAPYAgreement (Trademark)#page7.tif

source=CAPYAgreement (Trademark)#page8.tif

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK), dated as of January 18, 2008 (this "Agreement"), is by and between ADS LOGISTICS, LLC, a Delaware limited liability company ("Obligor"), and WILLIAM BLAIR MEZZANINE CAPITAL FUND II, L.P., an Illinois limited partnership (in its individual capacity, together with its successors and assigns, "Blair"), 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 below).

W I T N E S S E T H:

WHEREAS, pursuant to a Senior Subordinated Loan Agreement made and entered into as of January 18, 2008 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Obligor, Alternative Distribution Systems, Inc. ("ADSI"), May Logistics Services, Inc. ("May Logistics"), Blair, General Electric Capital Corporation ("GECC"), Regiment Capital Special Situations Fund III, L.P. ("Regiment") and Global Leveraged Capital Credit Opportunity Fund I ("Global") (Blair, GECC, Regiment and Global are individually referred to herein as a "Lender Party" and collectively, the "Lender Parties"), the Lender Parties have agreed to make a senior subordinated loan to the Borrower, on the terms and subject to the conditions set forth in the Loan Agreement.

WHEREAS, in connection with the Loan Agreement, Obligor, ADSI and May Logistics have executed and delivered to Documentation Agent a Subordinated Security Agreement, dated as of January 18, 2008 (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 Loan 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 Loan Agreement, Obligor agrees, for the benefit of all Lender Parties, as follows:

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

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:

all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

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, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

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.

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.

5. Acknowledgement. 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.

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

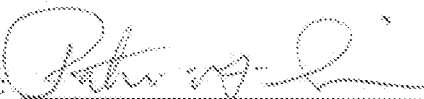
7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[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.

Address for ADS and ADS LLC:
935 West 175th Street
Homewood, IL 60430-2049
Attention: Chief Executive Officer

ADS LOGISTICS, LLC

By: 
Name: Patrick G. Sullivan
Title: VP-CFO

With a copy to:
Schiff Hardin LLP
233 South Wacker Drive
6600 Sears Tower
Chicago, Illinois 60606
Attention: Jeffrey N. Smith
Telephone: 312/258-5805
Facsimile: 312/258-5600

Address:

c/o Merit Capital Partners
303 W. Madison Street, Suite 2100
Chicago, Illinois 60606
Attention: Timothy MacKenzie
Telephone: 312/592-6130
Facsimile: 312/592-6112

**WILLIAM BLAIR MEZZANINE
CAPITAL FUND II, L.P.**, an Illinois
limited partnership, as Documentation
Agent

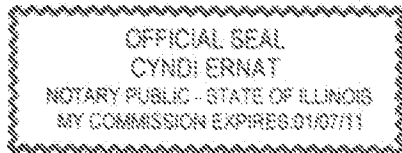
**BY: WILLIAM BLAIR MEZZANINE
CAPITAL PARTNERS II, LLC**, its
General Partner

By: _____
Name: _____
Title: _____

STATE OF Illinois)
)
COUNTY OF Cook) SS.

I, Cyndi Ernst, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Patrick A. 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 17 day of January, 2008.



Cyndi Ernst
Notary Public

My Commission Expires:

1/7/11

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.

Address for ADS and ADS LLC:

935 West 175th Street

Homewood, IL 60430-2049

Attention: Chief Executive Officer

ADS LOGISTICS, LLC

By: _____

Name: _____

Title: _____

With a copy to:

Schiff Hardin LLP

233 South Wacker Drive

6600 Sears Tower

Chicago, Illinois 60606

Attention: Jeffrey N. Smith

Telephone: 312/258-5805

Facsimile: 312/258-5600

Address:

c/o Merit Capital Partners

303 W. Madison Street, Suite 2100

Chicago, Illinois 60606

Attention: Timothy MacKenzie

Telephone: 312/592-6130

Facsimile: 312/592-6112

WILLIAM BLAIR MEZZANINE

CAPITAL FUND II, L.P., ~~an Illinois~~ *a Delaware*

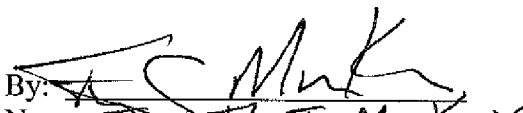
limited partnership, as Documentation

Agent

BY: WILLIAM BLAIR MEZZANINE

CAPITAL PARTNERS II, LLC, its

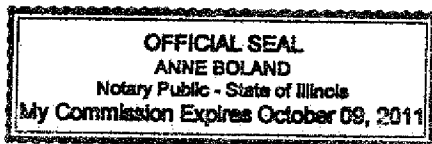
General Partner

By: 
Name: Timothy T. MacKenzie
Title: MD

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Anne Boland, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Timothy Mackenzie, personally known to me to be a Managing Director of WILLIAM BLAIR MEZZANINE CAPITAL PARTNERS II, LLC, in its capacity as the General Partner of WILLIAM BLAIR MEZZANINE CAPITAL FUND II, L.P., an Illinois limited partnership, 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 17 day of January 2008



Anne Boland
Notary Public

My Commission Expires:

10/9/2011

ATTACHMENT 1
to
Agreement
(Trademark)

Item A. Trademarks

Registered Trademarks

TITLE		START DATE	EXPIRATION DATE	REGISTRATION NUMBER
Intellectual Property - United States Patent and Trademark Office 05/07/02	LoMaS Class #39	May 7, 2002	May 7, 2012	2,567,070
Intellectual Property - United States Patent and Trademark Office 08/27/02	LoMaS Class #42	Aug 27, 2002	Aug 27, 2012	2,611,954
Intellectual Property - United States Patent and Trademark Office 09/24/02	E-TRANZIT Class #42	Sep 24, 2002	Sep 24, 2012	2,623,248
Intellectual Property - United States Patent and Trademark Office 11/20/01	LoMaS Class #35	Nov 20, 2001	Nov 20, 2011	2,509,907
Intellectual Property - United States Patent and Trademark Office 12/24/02	E-TRANZIT Class #35	Dec 24, 2002	Dec 24, 2012	2,665,422

Pending Trademark Applications

None.

Trademark Applications in Preparation

TITLE	APPLICATION NO.
ADS Logistics	77307,566

Item B. Trademark Licenses

None.