

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Express Courier Systems, Inc.		01/14/2008	CORPORATION: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Orix Venture Finance LLC		
<b>Street Address:</b>	1717 Main Street, Suite 1100		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3373612	MEDIFLEET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)222-3291		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(713) 221-3306		
<b>Email:</b>	constance.rhebergen@bgllp.com		
<b>Correspondent Name:</b>	Constance Gall Rhebergen		
<b>Address Line 1:</b>	P.O. Box 61389		
<b>Address Line 4:</b>	Houston, TEXAS 77208-1389		
<b>ATTORNEY DOCKET NUMBER:</b>	064464.000015		
<b>NAME OF SUBMITTER:</b>	Constance Gall Rhebergen		
<b>Signature:</b>	/constance gall rhebergen/		
<b>Date:</b>	01/30/2008		

CH \$40.00 3373612

Total Attachments: 7

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of January 14, 2008, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ORIX VENTURE FINANCE LLC, as agent (the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Ace Expeditors, Inc., a Florida corporation, and Ace Expeditors of Alabama, Inc. (each individually a "Borrower" and collectively, the "Borrowers"), Ace Expeditors Holdings, Inc., a Delaware corporation ("Holdings"), the Lenders party thereto, and the Agent have entered into a Credit Agreement dated as of January 14, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Agent and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered in favor of the Agent that certain Guarantee and Collateral Agreement dated January 14, 2008, (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth on Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth on Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and copyright licenses set forth on Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by

international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the principles of conflicts of laws thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

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

GRANTOR:

EXPRESS COURIER SYSTEMS, INC.,  
a Connecticut corporation

By: 

Name: ANDREW WILKINS

Title: VICE PRESIDENT

Address for Notices:

30 Railroad Avenue  
West Haven, Connecticut 06516

HOUSTON2147041

TRADEMARK  
REEL: 003707 FRAME: 0111

ACKNOWLEDGMENT

STATE OF New York :  
COUNTY OF New York : SS

Before me, the undersigned, a Notary Public, on this 14<sup>th</sup> day of January, 2008, personally appeared Andrew Wilkins, to me known personally, who, being by me duly sworn, did say that [s]he is the Vice President of Express Courier Systems, Inc., a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors, and the said Vice President acknowledged said instrument to be [her] [his] free act and deed.

Notary Public Mary C. Slome  
My Commission Expires: 11-19-11

(S E A L)

MARY C. SLOME  
NOTARY PUBLIC STATE OF NEW YORK  
LIC. #01SL6177985  
COMM. EXP. NOVEMBER 19, 2011

Schedule A

None.

Schedule B

<b>Owner</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
Express Courier Systems, Inc.	U.S.A	MEDIFLEET		77057516	12/5/06	



Schedule C

N/A