

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
Archbrook Laguna LLC		12/31/2007	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	GE Capital Commerical Services, Inc.		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2698899	ESEND	
Registration Number:	2578577	BIG CITY EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(404)541-3160		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6500		
Email:	mcogburn@kilpatrickstockton.com		
Correspondent Name:	Elizabeth Reid, Kilpatrick Stockton LLP		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	G2370.338260		
NAME OF SUBMITTER:	Margaret A. Cogburn		
Signature:	/Margaret A. Cogburn/		

OP \$65.00 2698899

Date:

03/05/2008

Total Attachments: 14

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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**Agreement**”), dated as of December 31, 2007, is made by **ARCHBROOK LAGUNA LLC**, a Nevada limited liability company (“**ABL**”) (the “**Grantor**”), in favor of **GE CAPITAL COMMERCIAL SERVICES, INC.**, a North Carolina corporation (“**GE Capital**”), acting in its capacity as Agent for the Lenders under the Credit Agreement described below, with offices at 299 Park Avenue, New York, New York 10171 (the “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, Expert Warehouse LLC, a Nevada limited liability company (“**Expert**”), the other Borrowers party thereto, ArchBrook Laguna Holdings, LLC (“**ArchBrook Holdings**”), the other Credit Parties signatory thereto, the lenders party thereto (the “**Lenders**”), and the Agent, as agent for such Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”), the Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers;

WHEREAS, BDI-Laguna, Inc., a Georgia corporation (“**BDI**”) and the other Borrowers under and as defined in the Existing BDI Credit Agreement, as such term is defined below (collectively, the “**Existing BDI Borrowers**”), BDI Laguna Holdings, Inc., a Georgia corporation (“**Old BDI Holdings**”), ArchBrook Laguna West LLC, a Nevada limited liability company (under its former name BDI Laguna West LLC)(“**ABL West**”), the lender party thereto and GE Capital as agent are parties to that certain Credit Agreement, dated as of November 23, 2004 (including all annexes, exhibits and schedules thereto and as amended, supplemented or otherwise modified from time to time prior to the date hereof, the “**Existing BDI Credit Agreement**”), pursuant to which the lender thereunder has agreed to make loans and extend credit from time to time to the Existing BDI Borrowers under the terms and conditions thereof, which loans and extensions of credit are guaranteed by Old BDI Holdings and ABL West;

WHEREAS, in order to induce the agent and the lenders thereunder to enter into the Existing BDI Credit Agreement and to induce the lenders thereunder to make the loans and to incur the letter of credit obligations as provided for in the Existing BDI Credit Agreement, Esend, Inc., a Georgia corporation (“**Esend**”) and BDI-Big City Express, Inc., a Georgia corporation (“**Big City**”) are parties to that certain Intellectual Property Security Agreement, dated as of November 23, 2004 (including all annexes, exhibits and schedules thereto and as amended, supplemented or otherwise modified from time to time prior to the date hereof, the “**Existing BDI Intellectual Property Security Agreement**”), pursuant to which the grantors thereunder agreed to grant a continuing lien on certain intellectual property collateral to secure the obligations of the Existing BDI Borrowers under the Existing BDI Credit Agreement; and

WHEREAS, Expert (a 60%-owned Subsidiary of BDI), the lenders party thereto and GE Capital as agent are parties to that certain Credit Agreement, dated as of December 30, 2005 (including all annexes, exhibits and schedules thereto and as amended, supplemented or otherwise modified from time to time prior to the date hereof, the “**Expert Credit Agreement**”), pursuant to which the lenders thereunder have agreed to make loans and extend credit from time to time to Expert under the terms and conditions thereof; and

WHEREAS, on the Reorganization Effective Date (as defined in the Credit Agreement), Old BDI Holdings proposes to merge with and into a newly formed Nevada corporation, BDI Laguna (Nevada) Holdings, Inc. (“**BDI Holdings**”), with BDI Holdings as the surviving company under the name “BDI Laguna Holdings, Inc.”; and

WHEREAS, also on the Reorganization Effective Date, BDI Holdings proposes to merge the Existing BDI Borrowers with an into BDI Holdings; and

WHEREAS, BDI Holdings proposes to enter into a contribution agreement with ArchBrook Holdings, dated as of the Reorganization Effective Date, pursuant to which, on the Reorganization Effective Date, (1) BDI Holdings shall transfer to ArchBrook Holdings substantially all of its assets (including without limitation (a) all of the assets formerly owned by the Existing BDI Borrowers (which shall include all of the capital Stock of Expert formerly owned by BDI) and (b) all of the capital Stock of ABL West), and (2) ArchBrook Holdings shall issue to BDI Holdings certain Class A and Class B preferred units of ArchBrook Holdings; and

WHEREAS, ArchBrook Holdings proposes to contribute to ABL on the Reorganization Effective Date, as a capital contribution, all of its assets (which contributed assets shall include (a) all of the assets formerly owned by the Existing BDI Borrowers, including all of the capital Stock of Expert formerly owned by BDI and (b) all of the capital Stock of ABL West); and

WHEREAS, ABL, as the subsequent owner of the assets formerly owned by the Existing BDI Borrowers, wishes to (a) assume all of the “Revolving Loans” and other “Obligations” (as such terms are defined in the Existing BDI Credit Agreement) of the Existing BDI Borrowers under the Existing BDI Credit Agreement and (b) amend and restate the Existing BDI Credit Agreement in accordance with the terms and conditions of the Credit Agreement (which assumption, amendment and restatement shall occur as of the Closing Date subject to the conditions set forth in the Credit Agreement, and subject to reinstatement of the Existing BDI Credit Agreement pursuant to Section 1.19(f) of the Credit Agreement; and

WHEREAS, Expert wishes to (a) become a Borrower under the Credit Agreement, (b) convert all of the “Revolving Loans” and other “Obligations” (as such terms are defined in the Expert Credit Agreement) outstanding under the Expert Credit Agreement on the Closing Date into “Revolving Loans” and “Obligations” under the Credit Agreement (which becoming a Borrower under the Credit Agreement and conversion shall occur as of the Closing Date subject to the conditions set forth in the

Credit Agreement, and subject to reinstatement of the Expert Credit Agreement pursuant to Section 1.19 of the Credit Agreement, and (c) terminate as of the Reorganization Effective Date the Expert Credit Agreement; and

WHEREAS, pursuant to the Amended and Restated Security Agreement dated as of December 31, 2007, Grantor is required to execute and deliver to Agent, for the benefit of itself and the Lenders, this Amended and Restated Intellectual Property Security Agreement which shall amend and restate in its entirety the Existing BDI Intellectual Property Security Agreement;

WHEREAS, it is the intent of the parties hereto that this Agreement not constitute a novation of the liabilities and obligations existing under the Existing BDI Intellectual Property Security Agreement and that this Agreement amend and restate in its entirety the Existing BDI Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to the Agent (for the benefit of itself and the Lenders) as of the Reorganization Effective Date a continuing first priority security interest and Lien in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Intellectual Property Collateral**"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. **Representations and Warranties.** Grantor represents and warrants as of the Reorganization Effective Date to the Agent and the Lenders that it does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of the Agent (for the benefit of itself and the Lenders) in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule 1 to the Security Agreement, all action necessary or desirable to protect and perfect the Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. **Covenants.** Grantor covenants and agrees with the Agent that from and after the Reorganization Effective Date and until the Termination Date:

(a) Grantor shall notify the Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Agent prior written notice thereof, and, upon request of the Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Agent) to evidence the Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by the Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify the Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. **Security Agreement.** The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Agent (for the benefit of itself and the Lenders) pursuant to the Security Agreement. Grantor and Agent expressly agree that the security interest granted by Grantor under this Intellectual Property Security Agreement and the security interest granted by Grantor under the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by the Agent or any other Lender of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail. All proceeds of the Agent's exercise of its rights and remedies hereunder or under the Security Agreement or applicable law with respect to all or any of the Intellectual Property Collateral shall be applied in accordance with the terms of the Intercreditor Agreement. The Agent may make distributions hereunder in cash or in kind or, on a ratable basis, in any combination thereof.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the

Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. **Termination.** Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

9. **Governing Law.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

10. **Amendment and Restatement; No Novation.**

(a) This Agreement constitutes an amendment and restatement of the Existing BDI Intellectual Property Security Agreement effective from and after the date hereof. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of the Obligations or any other obligations under the Existing BDI Intellectual Property Security Agreement. The execution and delivery of this Agreement and consummation of the transactions contemplated hereunder is not intended to constitute, nor shall it be construed as constituting, a termination or release of any prior pledge or security interests granted to Agent under the Existing BDI Intellectual Property Security Agreement, but is intended to constitute a restatement and reconfirmation of the prior security interests granted under the Existing BDI Intellectual Property Security Agreement in favor of Agent (for the benefit of the Lenders) in and to the Intellectual Property Collateral. ABL hereby assumes the agreements and obligations of Esend and Big City under the Existing BDI Intellectual Property Security Agreement, as such agreement and obligations are amended and restated herein.

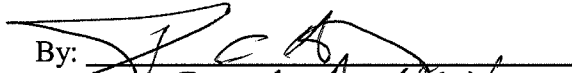
(b) Notwithstanding any provision in this Agreement, and as set forth in Section 1.19(f) of the Credit Agreement, during the period from the Closing

Date until the occurrence, if at all, of the Reorganization Effective Date, (1) the Existing BDI Intellectual Property Security Agreement shall remain in full force and effect, and (2) all Liens granted under the Existing BDI Intellectual Property Security Agreement to GE Capital in its capacity as agent under the Existing BDI Credit Agreement shall remain in full force and effect and shall secure in addition to the Loans and Obligations under the Existing BDI Credit Agreement, all Loans and Obligations under the Credit Agreement (including without limitation all “Obligations” and “Loans” (as such terms are defined in the Existing BDI Credit Agreement), converted into Obligations and Loans under the Credit Agreement pursuant to Section 1.19(a) thereof).

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IN WITNESS WHEREOF, Each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

ARCHBROOK LAGUNA LLC

By: 
Name: PETER A. LAVENDER
Title: EVP

EXPERT WAREHOUSE LLC

By: Michael F. McIntyre
Name: Michael F. McIntyre
Title: EVP

ACCEPTED AND ACKNOWLEDGED by:

GE CAPITAL COMMERCIAL SERVICES, INC., as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

ARCHBROOK LAGUNA LLC


By: _____
Name: _____
Title: _____

EXPERT WAREHOUSE LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED by:

**GE CAPITAL COMMERCIAL
SERVICES, INC., as Agent**

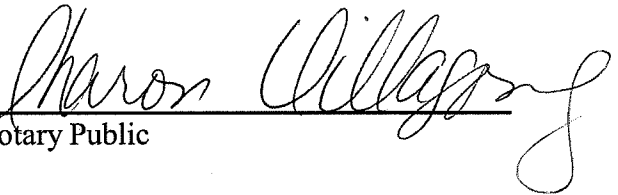
By: 
Name: JEFFREY ZINN
Title: DULY AUTHORIZED SIGNATORY

ACKNOWLEDGMENT OF GRANTOR

STATE OF NJ

COUNTY OF Bergen

On this 21st day of December, 2007, before me personally appeared Peter A. Handy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Arch Brook Laguna LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by each of their Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporations.



Notary Public

{seal}

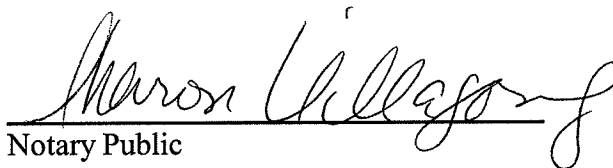
SHARON L. ELOY-VILLAGOMEZ
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/13/2012

ACKNOWLEDGMENT OF GRANTOR

STATE OF NJ

COUNTY OF Bergen

On this 21st day of December, 2007, before me personally appeared Michael F. McIntyre, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Expert Warehouse LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by each of their Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporations.


Notary Public

{seal}

SHARON L. ELOY-VILLAGOMEZ
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/13/2012

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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NONE

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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NONE

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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NONE

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
ArchBrook Laguna LLC (as successor to Esend, Inc.)	ESEND	2698899	March 18, 2003
ArchBrook Laguna LLC (as Successor to BDI-Big City Express, Inc.)	BIG CITY EXPRESS	2578577	June 11, 2002

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date</u>
NONE			

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE			

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
NONE			

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
NONE			

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE			