TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jacobson Acquistion Co.		06/19/2007	CORPORATION: DELAWARE
Arnold Logistics, LLC		06/19/2007	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending, Inc.
Street Address:	383 Madison Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3208076	JACOBSON
Registration Number:	1867232	JACOBSON WAREHOUSE COMPANY
Registration Number:	1857946	JJJ
Registration Number:	1899230	JACOBSON TRANSPORTATION COMPANY, INC.
Registration Number:	1814529	ARNOLD LOGISTICS
Registration Number:	2788242	A ARNOLD LOGISTICS
Serial Number:	78804704	CAN DO LOGISTICS
Serial Number:	78804686	JJJ LINCS
Serial Number:	78804636	LINCS

CH $240.00 3208076

CORRESPONDENCE DATA

Fax Number: (212)735-2000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127353000

Email:	elisha.sakur@skadden.com
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom
Address Line 1:	Four Times Square
Address Line 2:	Attn: Jennifer Ward
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	07400/0738 (J. WARD)
NAME OF SUBMITTER:	Jennifer Ward
Signature:	/Jennifer Ward/
Date:	05/08/2008

Total Attachments: 6
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 19, 2007, is entered into by and between Jacobson Acquisition Co. and Arnold Logistics, LLC (collectively, the "Grantors") and Bear Stearns Corporate Lending, Inc., as Administrative Agent (in such capacity, the "Assignee") pursuant to that certain First Lien Guarantee and Collateral Agreement dated as of June 19, 2007, between the Assignee and each of the Grantors (the "Security Agreement"), and pursuant to that certain First Lien Credit Agreement, dated as of June 19, 2007 (as amended, amended and restated, supplemented, restated, replaced, refinanced or otherwise modified from time to time, the "First Lien Credit Agreement") by and among JHCI Acquisition, Inc., a Delaware corporation (the "Borrower"), JHCI Holdings, Inc., a Delaware corporation, the banks, financial institutions and other entities from time to time parties thereto, Bear, Stearns & Co. Inc., CIBC World Markets Corp. and Wells Fargo Bank, N.A., as joint lead arrangers, Bear, Stearns & Co. Inc. and CIBC World Markets Corp., as joint bookrunners, Bear Stearns Corporate Lending Inc., as administrative agent (in such capacity, the "Administrative Agent"), CIBC World Markets Corp., as syndication agent, and Wells Fargo Bank, N.A., as documentation agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the First Lien Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Grantor is granting a security interest to the Assignee in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to Assignee, for the benefit of the First Lien Secured Parties, a security interest in all Trademarks now owned or at any time hereafter acquired by such Grantor in which such Grantor has any right, title or interest (except for any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15, U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the First Lien Obligations.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States Trademark applications and registrations as of the date hereof.

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The

exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Assignee, of any or all other rights, powers or remedies.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement in the name of and on behalf of such Grantor without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Trademark owned or subsequently acquired by such Grantor. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the First Lien Secured Parties and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Assignee (other than as provided in Section 11.6 of the First Lien Credit Agreement) and, unless so consented to, each such assignment, transfer or delegation by any Grantor shall be void.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparties taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 003774 FRAME: 0805

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

JACOBSON ACQUISITION CO.

By: _____
Name: Craig A. Petermeier
Title: CEO and Secretary

ARNOLD LOGISTICS, LLC

By: _____
Name: Douglas B. Enck
Title: President and CEO

ASSIGNEE:

BEAR STEARNS CORPORATE LENDING, INC., as Administrative Agent

By: _____
Name:
Title:

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ARNOLD LOGISTICS, LLC

By: _____
Name: Douglas B. Enck
Title: President and CEO

ASSIGNEE:

BEAR STEARNS CORPORATE LENDING, INC., as Administrative Agent

By: _____
Name:
Title:

VICTOR F. BULZACCHELLI
Vice President

TRADEMARK
REEL: 003774 FRAME: 0808

Schedule A to FIRST LIEN TRADEMARK SECURITY AGREEMENT

Mark	Reg. No. / Ser. No.	Grantor	Date Registered/Filed
JACOBSON	3,208,076	Jacobson Acquisition Co.	2/1/06
JACOBSON WAREHOUSE COMPANY	1,867,232	Jacobson Acquisition Co.	10/26/93
	1,857,946	Jacobson Acquisition Co.	10/26/93
JACOBSON TRANSPORTATION COMPANY, INC.	1,899,230	Jacobson Acquisition Co.	10/27/93
CAN DO LOGISTICS	78/804,704	Jacobson Acquisition Co.	2/1/06 (Pending Application)
LINCS	78/804,686	Jacobson Acquisition Co.	2/1/06 (Pending Application)
LINCS	78/804,636	Jacobson Acquisition Co.	2/1/06 (Pending Application)
ARNOLD LOGISTICS	1,814,529	Arnold Logistics, LLC	12/28/03
A ARNOLD LOGISTICS	2,788,242	Arnold Logistics, LLC	12/2/03