

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allied Systems Holdings, Inc.		05/27/2007	CORPORATION: DELAWARE
Allied Systems, Ltd. (L.P.)		05/27/2007	LIMITED PARTNERSHIP: GEORGIA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Credit Partners, L.P.		
Street Address:	30 Hudson Street		
Internal Address:	17th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	LIMITED PARTNERSHIP: BERMUDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1561418	AS ALLIED SYSTEMS	
Registration Number:	2080261	AXIS	
Registration Number:	3049043	DRIVING THE STANDARD	
CORRESPONDENCE DATA			
Fax Number:	(212)735-2000		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-735-3000		
Email:	Elisha.Sakur@Skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Matthew B. Fagin		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	244130/1064		

TRADEMARK

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NAME OF SUBMITTER:	Matthew B. Fagin
Signature:	/Matthew B. Fagin/
Date:	06/03/2008
<b>Total Attachments: 5</b> source=Document#page1.tif source=Document#page2.tif source=Document#page3.tif source=Document#page4.tif source=Document#page5.tif	

*Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of May 15, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Allied Holdings, Inc, Allied Systems, LTD. (L.P.), The CIT Group/Business Credit, Inc., as First Lien Collateral Agent and Goldman Sachs Credit Partners L.P., as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.*

## **TRADEMARK SECURITY AGREEMENT (SECOND LIEN)**

Trademark Security Agreement (Second Lien), dated as of May 7, 2008 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of ALLIED SYSTEMS HOLDINGS, INC. and ALLIED SYSTEMS, LTD. (L.P.) (collectively, "Grantors") and GOLDMAN SACHS CREDIT PARTNERS L.P., in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

### **WITNESSETH:**

WHEREAS, Grantors are party to the Pledge and Security Agreement (Second Lien) dated as of May 15, 2007 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

ALLIED SYSTEMS HOLDINGS, INC.

By: Thomas N. Kenc  
Name: THOMAS N KENC  
Title: CEO

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Georgia )  
COUNTY OF DeKalb ) ss.

On this 27<sup>th</sup> day of May, 2007, before me personally appeared Thomas Kenc, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Allied Systems, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{SEAL}

Hanny Lee Bull  
Notary Public

NOTARY PUBLIC, DEKALB COUNTY, GEORGIA  
MY COMMISSION EXPIRES AUG 20, 2009

Accepted and Agreed;

**GOLDMAN SACHS CREDIT PARTNERS L.P.,**  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

**Robert W. Schatzman**  
**Authorized Signatory**

[Trademark Security Agreement]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b><u>Active Trademark</u></b>	<b><u>Status</u></b>	<b><u>Registration Number</u></b>	<b><u>Serial Number</u></b>	<b><u>Owner/Assignee</u></b>
AS Allied Systems (Stylized)	Registered	1561418	73758566	Allied Holdings
AXIS (and Design)	Registered	2080261	75068567	Allied Holdings
Driving the Standard	Registered	3049043	78433923	General Electric Capital Corporation (Assignors: Allied Holdings/ Allied Systems)

[Trademark Security Agreement]