

06-24-2008

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECO

TR. 103510207

OPR/FINANCE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

Re 5-27-08

1. Name of conveying party(ies):

Lily Transportation Corp.

- Individual(s)
- General Partnership
- Corporation- State: Massachusetts
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 27, 2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Sovereign Bank

Internal Address: _____

Address: _____

Street Address: 75 State Street

City: Boston

State: MA

Country: USA Zip: 02109

- Association Citizenship National Banking Assoc.
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
Please see attached sheet

B. Trademark Registration No.(s)
Please see attached sheet

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Please see attached sheet

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kimberly Epstein

Internal Address: Bartlett Hackett Feinberg P.C.

Street Address: 155 Federal Street 9th Floor

City: Boston

State: MA Zip: 02110

Phone Number: 617-422-0200

Fax Number: 617896-6265

Email Address: kle@bostonbusinesslaw.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed Check

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date _____

Refund Number: 05/27/2008 HJAMA1 0000162891

b. Deposit Account Number _____

Authorized User Name _____

CHECK Refund Total: \$25.00

9. Signature: _____

Signature

Kimberly L. Epstein

Name of Person Signing

Date 5/21/08

05/21/2008 09:00 AM
01 FC 0521
000001 226736
40.00 DP

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003803 FRAME: 0756

**SCHEDULE A
TRADEMARKS**

Trademark	Registration No.	Filing Date
"Lily"	2266596	August 3, 1999

Schedule A to Supplemental Trademark Security Agreement

**TRADEMARK
REEL: 003803 FRAME: 0757**

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of March 28, 2008, by Lily Transportation Corp. (the "Debtor"), to and with Sovereign Bank (the "Secured Party"), pursuant to the Revolving Line of Credit Agreement referred to below.

RECITALS

A. Debtor has executed and delivered to the Secured Party a certain Revolving Line of Credit Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the "Loan Agreement") by and between the Secured Party as Lender and the Debtor as Borrower which is secured by, among other things, a certain Security Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the "General Security Agreement") by and between Secured Party and Debtor.

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Secured Party under the Loan Agreement and the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Debtor hereby agrees as follows:

Section 1. Security Interest. The Debtor hereby grants to the Secured Party a continuing security interest in, and a collateral assignment and pledge of, all trademarks, service marks and trade names now or hereafter owned by the Debtor, whether registered or unregistered, including, but not limited to, those trademarks of the Debtor listed on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"), together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). The Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

Section 2. Representations and Warranties. The Debtor represents and warrants that:

2.1 Schedule A sets forth as of the date hereof all United States trademark registrations and applications owned by the Debtor.

2.2 As of the date hereof, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3 As of the date hereof, no written claim has been made that the use of any of the Collateral violates the rights of any third person and the Debtor has no knowledge of any basis for any such claim to be asserted.

2.4 The Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons (other than the security interest granted hereby, Permitted Liens, liens pursuant to the General Security Agreement, and any of the foregoing entered into in the ordinary course of business).

2.5 The Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.6 The Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

Section 3. Covenants. Except as otherwise provided for in the Loan Agreement, the Debtor covenants and agrees as follows:

3.1 The Debtor will keep the Collateral free from any lien, security interest or encumbrance (except in favor of the Secured Party, Permitted Liens, liens pursuant to the General Security Agreement, and any of the foregoing entered into in the ordinary course of business) and will defend the Collateral and the title thereto against all claims and demands of all other persons at any time claiming the same or any interest therein.

3.2 The Debtor shall not abandon any Collateral without the consent of the Secured Party, except such Collateral which could not reasonably be expected to have a materially adverse effect on the business, operations, properties, assets or financial condition of the Debtor.

3.3 The Debtor shall maintain all rights held by the Debtor relating to the Collateral except such Collateral which the failure to maintain could not reasonably be expected to have a materially adverse effect on the business, operations, properties, assets or financial condition of the Debtor.

3.4 Until all of the Obligations shall have been indefeasibly paid in full in cash and the termination of the commitments therefor, the Debtor shall not enter into any agreement (including a license agreement) which conflicts with the Debtor's obligations under this Agreement other than agreements that could not reasonably be expected to have a materially adverse effect on the Collateral, without the Secured Party's prior written consent.

3.5 The Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein (other than non-exclusive licenses granted in the ordinary course of the Debtor's business) without the prior written consent of the Secured Party.

3.6 If the Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least annually the Debtor shall give to the Secured Party written notice thereof, and shall execute an amendment to **Schedule A** including such registrations and applications and shall take any other action reasonably necessary to record the Secured Party's interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.7 The Debtor will use proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.8 The Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Secured Party in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

Section 4. Remedies. After the occurrence and during the continuance of any Event of Default (as defined in the Loan Agreement), the Secured Party, may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in Section 8.2 of the Loan Agreement and the remedies of a secured party under the Uniform Commercial Code.

Section 5. Attorney-in-Fact. After the occurrence and continuance of an Event of Default, the Debtor hereby appoints the Secured Party, as the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, to execute and deliver, in the name of and on behalf of the Debtor, and to cause the recording of all such further assignments and other instruments as the Secured Party deems necessary or desirable in order to carry out the intent of the General Security Agreement and this Agreement. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Secured Party (or the Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

Section 6. General.

6.1 No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising on the part of the Secured Party, any right, power or privilege hereunder or under the Loan Agreement or the General Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Secured Party of any default shall operate as a waiver of any other default or of a similar default on a future occasion.

6.2 All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtor and the Secured Party.

6.3 If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4 This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.6 hereof, with respect to an amendment of Schedule A.

6.5 The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

6.6 The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the Commonwealth of Massachusetts.

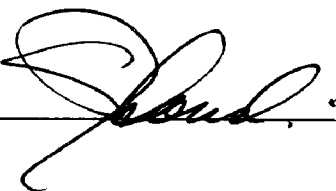
Section 7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

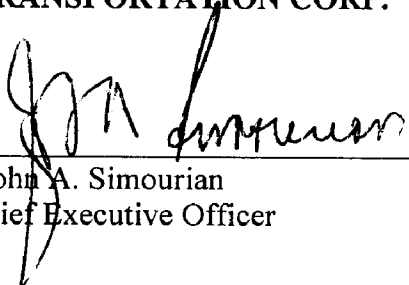
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IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered as a sealed instrument as of the date set forth above.

WITNESS

DEBTOR
LILY TRANSPORTATION CORP.




By: 
Name: John A. Simourian
Title: Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS

NORFOLK ss.

March 27, 2008

As of the above date, before me, the undersigned notary public, personally appeared John A. Simourian, the Chief Executive Officer of Lily Transportation Corp., proved to me through satisfactory evidence of identification, which was a copy of a state driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires: FEBRUARY 19, 2010