

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MERRILL LYNCH CAPITAL CANADA INC., as Original Agent		07/21/2008	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GE CANADA FINANCE HOLDING COMPANY, as Successor Agent		
<b>Street Address:</b>	123 FRONT STREET WEST		
<b>Internal Address:</b>	SUITE 1400		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	M5J 2M2		
<b>Entity Type:</b>	COMPANY: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2181894	TRUCKMATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312)577-8416		
<b>Email:</b>	carole.dobbins@kattenlaw.com		
<b>Correspondent Name:</b>	Carole Dobbins c/o Katten Muchin		
<b>Address Line 1:</b>	525 W. Monroe St.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	215434-00158		
<b>NAME OF SUBMITTER:</b>	Carole Dobbins		
<b>Signature:</b>	/Carole Dobbins/		

CH \$40.00 2181894

Date:

07/24/2008

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Assignment of Trademark Security Agreement dated as of July 21, 2008 (the "**Assignment**"), is made by and among MERRILL LYNCH CAPITAL CANADA INC., in its capacity as administrative agent (in such capacity, "**Original Agent**") under the Credit Agreement (as defined below), GE CANADA FINANCE HOLDING COMPANY, in its capacity as successor administrative agent (in such capacity, "**Successor Agent**") and MADDOCKS SYSTEMS INC., a corporation organized and existing under the laws of Canada (the "**Company**").

### RECITALS

WHEREAS, Company, certain of Company's affiliates, Original Agent and the Lenders party thereto are parties to a certain Credit Agreement dated as of September 5, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, Company, and Original Agent entered into that certain Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Trademark Security Agreement**") dated as of September 5, 2006 and recorded on September 6, 2006 with the United States Patent and Trademark Office at Reel 003386 and Frame 0184 and attached hereto as Exhibit A;

WHEREAS, Original Agent has agreed to assign all of its rights, interests, duties, and obligations under the Trademark Security Agreement to Successor Agent; and

WHEREAS, Successor Agent has agreed to accept the assignment of the rights, remedies, and duties and assumes the obligations of the Original Agent under the Trademark Security Agreement from Original Agent.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Company, Original Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. Assignment. Original Agent does hereby assign and transfer all of its rights, remedies, duties and obligations as Agent under the Trademark Security Agreement to Successor Agent, and Successor Agent hereby accepts all of Original Agent's assignment and transfer of its rights, remedies, duties and obligations as Agent under the Trademark Security Agreement. The execution and delivery of this Assignment shall not in any way affect or modify the liability of Company under the Trademark Security Agreement or any other Financing Document, it being understood and agreed that notwithstanding this Assignment, all of the obligations of Company under the Financing Documents shall be and remain enforceable by Successor Agent, as Agent under the Credit Agreement and Trademark Security Agreement, or by its successors and assigns against Company.

3. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. In addition, in the event any provision of or obligation under this Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

4. Section Titles. Section and Subsection titles in this Assignment are included for convenience of reference only, do not constitute a part of this Assignment for any other purpose, and have no substantive effect.

5. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

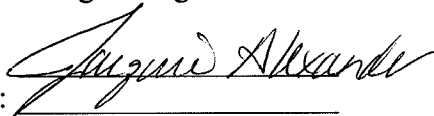
6. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

7. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Assignment.

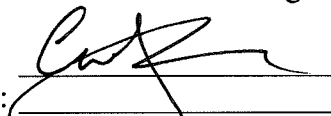
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IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.


MERRILL LYNCH CAPITAL CANADA  
INC., as Original Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GE CANADA FINANCE HOLDING  
COMPANY as Successor Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MADDOCKS SYSTEMS, INC.,  
a corporation organized and existing under  
the laws of Canada, as Company

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

See attached.

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark Description

U.S. Registration No.

Date Registered

TRUCKMATE

2181894

August 18, 1998