

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
TransForce, Inc.		07/11/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Merion Investment Partners, L.P.		
Street Address:	700 South Henderson Road		
Internal Address:	Suite 210		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2488218	U.S. TRANSFORCE	
Registration Number:	2439099	TRANSFORCE	
Registration Number:	2515035	TRANSFORCE	
CORRESPONDENCE DATA			
Fax Number:	(215)568-6603		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-568-6060		
Email:	trademarks@klehr.com		
Correspondent Name:	Klehr, Harrison, et al.		
Address Line 1:	260 S. Broad Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19102		
ATTORNEY DOCKET NUMBER:	12217-0011		
NAME OF SUBMITTER:	Robert A. McKinley		

CH \$90.00 2488218

Signature:

/Robert A. McKinley/

Date:

08/07/2008

Total Attachments: 15

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COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

This Collateral Assignment of Intellectual Property ("Assignment") is made effective this 11th day of July, 2008 by and between TransForce, Inc., a Delaware corporation ("Assignor"), and Merion Investment Partners, L.P., a Delaware limited partnership ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Investment Agreement, dated as of July 11, 2008 (the "Investment Agreement"), and such other agreements, documents and instruments related thereto; and

WHEREAS, as a condition to the Assignee's obligation to make the Investment under the Investment Agreement, Assignor is required to enter into this Collateral Assignment of Intellectual Property Agreement.

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the parties agree as follows:

1. Incorporation of Investment Agreement. The Investment Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety. All terms not otherwise defined herein shall have the meanings set forth in the Investment Agreement.

2. Collateral Assignment of Patents, Trademarks, Licenses and Copyrights. To secure the complete and timely payment and satisfaction of the Obligations (as defined in the Investment Agreement) and obligations of Assignor to Assignee under the Investment Agreement and all loan documents referred to in the Investment Agreement (referred to collectively herein as "Obligations"), Assignor hereby grants, assigns and creates a security interest in favor of the Assignee as and by way of a mortgage and security interest, with power of sale, to the extent permitted by law, upon the occurrence and continuation of an Event of Default (as defined in the Investment Agreement) in all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) trademarks, whether registered or unregistered, trademark applications, trademark registrations, including renewals thereof, trade dress and tradenames, including, without limitation, the trademarks, trade dress and tradenames listed on Exhibit A, attached hereto; the goodwill of Assignor's business connected with and symbolized by said trademarks, tradenames and trade dress; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "Trademarks");

(b) copyrights, copyright applications, and copyright registrations, including, without limitation, renewals thereof, listed on Exhibit B attached hereto; all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements

thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "**Copyrights**");

(c) license agreements with any other party, if Assignor is a licensor under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (hereinafter referred to collectively as "**Licenses**");

(d) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit D attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; all income, royalties, damages and payments now and hereinafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "**Patents**").

3. **Duties of Assignor.** Assignor shall have the duty: (i) to use for the duration of this Assignment proper notice in connection with its use of the Patents, Trademarks and Copyrights; (ii) to prosecute diligently any patent applications of the Patents, any trademark application of the Trademarks, and any copyright applications of the Copyrights pending as of the date hereof or thereafter until all Obligations are paid in full and the Investment Agreement is terminated; (iii) to make applications on patentable inventions, and to apply to register the Trademarks and Copyrights, as appropriate; and (iv) to preserve and maintain all rights in the Patents, Trademarks and Copyrights. All expenses incurred in connection with said applications and said maintenance shall be borne by the Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application, without the prior written consent of Assignee. Any failure of Assignor to comply with the duties set forth in this Section 3 will be deemed an Event of Default under the Investment Agreement subject to the applicable cure periods therein.

4. **Restriction On Use, License and Transfer of Properties.** Unless and until there shall have occurred an Event of Default under the Investment Agreement, Assignee shall have no right to use the Trademarks, Copyrights or Patents or issue any license thereunder, or assign or otherwise transfer title in said Trademarks, Copyrights, Patents or Licenses to anyone else.

5. **Restrictions on Future Agreements.** Assignor agrees that until all Obligations shall have been paid and satisfied in full, Assignor will not, without the prior written consent of the Assignee, enter into any agreement or arrangement which is inconsistent with Assignor's obligations under this Assignment, except to sublicense in the ordinary course of Assignor's business, provided that such sublicenses are sublicenses covered under Section 2(c); and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Assignment.

6. **Warranty.** Assignor represents, warrants, and covenants that:

(a) the Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) to the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) to the best of Assignor's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third persons;

(d) that it has no notice of any suits or actions commenced or threatened against it with reference to the Trademarks and/or the interests granted therein;

(e) that Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, shop rights and covenants by Assignor not to sue third parties, except for Permitted Encumbrances; and

(f) neither the making of this Assignment nor Assignor's performance hereunder requires the agreement or approval of any other person or any governmental authority or agency which has not been obtained.

7. **New Patents, Trademarks, Copyrights and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on Exhibits A-D hereto constitute a complete list of all of the patents, trademarks and copyrights now owned by Assignor and licenses to which Assignor is now subject. If, before the Obligations shall have been satisfied in full, Assignor shall (a) obtain rights in and to any new patentable inventions, patent applications, patents, trademarks, trademark applications, trademark registrations, trade dress, tradenames, copyrights, copyright applications, copyright registrations or licenses as licensor, or (b) become entitled to the benefit of any patent, patent application, trademark, trademark application, trademark registration, trade dress, trade name, copyright, copyright application, copyright registration, or license as licensor, the provisions of Section 2 above shall automatically apply thereto. Assignor shall give to the Assignee written notice of any existing and new rights and/or benefits as described in this Section 7 but excluded from Exhibits A-D hereto not more than thirty (30) days after the date of this Assignment and within thirty (30) days of the acquisition or creation by Assignor of any new rights and/or benefits. Assignor hereby authorizes the Assignee to modify this Assignment by amending Exhibit A, Exhibit B, Exhibit C and/or Exhibit D, as applicable, to include any patents, patent applications, trademarks, trademark applications, trade registrations, trade dress, tradenames, copyrights, copyright applications and/or copyright registrations presently owned by Assignor but not included on Exhibits A-D hereto and for any of Assignor's future patents, patent applications, trademarks, trademark applications, trademark registrations, trade dress, tradenames, copyrights, copyright applications and/or copyright registrations.

8. **Events of Default.** An Event of Default under the Investment Agreement shall be an Event of Default hereunder.

9. **Foreclosure.** Upon the occurrence and continuation of an Event of Default under the Investment Agreement, Assignee, as holder of a security interest, may take such action as is permitted by law, in Assignee's sole discretion, to foreclose upon said intellectual property. For such purposes, and upon an Event of Default under the Investment Agreement, Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to: (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee to use the Patents, Trademarks and Copyrights, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and Licenses as the Assignee deems in the best interest of the Assignee; (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Copyrights to anyone; or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Investment Agreement shall have been terminated.

10. **Reassignment to Assignor.** This Assignment is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Investment Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and/or other instruments as may be necessary to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Investment Agreement.

11. **Assignee's Right to Sue.** Following and during the continuation of an Event of Default under the Investment Agreement, Assignee shall have the right, but shall in no way be obligated, to bring suit in Assignee's own name or the name of Assignee's agent to enforce the Licenses, Patents, Trademarks and/or Copyrights, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of their rights under this Section 11.

12. **Indemnification.** Assignor agrees to indemnify and hold Assignee harmless against any claim for damages, including reasonable attorneys' fees, in the event that Assignee is implicated in any action or suit between Assignor and a third party involving the use of any of the Patents, Trademarks and/or Copyrights or involving any of the Licenses, or in any action which relates in any way to the Patents, Trademarks, Copyrights and/or Licenses; provided, however, that Assignor shall have no liability for any losses under this Section 12 arising as a result of Assignee's gross negligence or willful misconduct.

13. **Notices.** All notices, requests and demands to or upon the respective parties hereto shall be given as provided in Section 10.4 of the Investment Agreement.

14. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Investment 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 other right, power or privilege.

15. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be 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 Assignment in any jurisdiction.

16. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 7 hereof, or by a writing signed by the parties hereto.

17. **Cumulative Remedies; Effect on Investment Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Investment Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Investment Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

18. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, their nominees and assigns.

19. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

20. **Further Assurances.** Assignor agrees to execute any documents which are or may be required in order to perfect the recordation of this Assignment, including the Assignment as amended pursuant to Section 7, in the United States Patent and Trademark Office, the United States Copyright Office and in the records of such states as are appropriate under the provisions of the Uniform Commercial Code without compensation from Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Collateral Assignment of Intellectual Property Agreement as of the day and year first above written.

TRANSFORCE, INC.

By: David Broome
Name: David Broome
Title: Chief Executive Officer

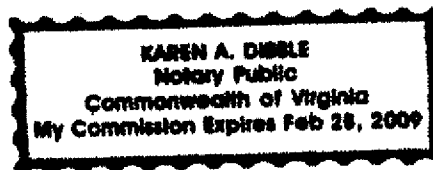
COMMONWEALTH OF VIRGINIA :
COUNTY OF Stafford : SS.

On this, the 10th day of July, 2008, before me, a Notary Public, the undersigned officer, personally appeared David Broome who, in due form and according to law was deposed and said that he is the Chief Executive Officer of TransForce, Inc., a Delaware corporation; that he, being duly authorized, duly executed the foregoing instrument on behalf of said corporation for the purposes therein contained by signing his name as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Karen A. Dible
Notary Public

My Commission Expires: 2/28/09



RECEIVED AND AGREED TO:

MERION INVESTMENT PARTNERS, L.P.

By: Merion Financial Partners, L.P.,
its General Partner

By: Merion Fund Management, LLC,
its General Partner

By: William M. Mean
Name: William M. Mean
Title: Managing Partner

EXHIBIT A
TRADEMARKS

TransForce, Inc.

EXHIBIT B
COPYRIGHTS

None.

EXHIBIT C

LICENSES

None.

EXHIBIT D

PATENTS

None.

**FIRST AMENDMENT TO
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY**

This First Amendment (the "**First Amendment**") to the Collateral Assignment of Intellectual Property (the "**Agreement**"), first entered into by and between TransForce, Inc., a Delaware corporation ("**Assignor**"), and Merion Investment Partners, L.P., a Delaware limited partnership ("**Assignee**") on July 11, 2008, is made and entered into as of this 4th day of August, 2008, by Assignor and Assignee. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

W I T N E S S E T H:

WHEREAS, Assignor and Assignee entered into that certain Investment Agreement, dated as of July 11, 2008 (the "**Investment Agreement**"), and such other agreements, documents and instruments related thereto;

WHEREAS, as a condition to the Assignee's obligation to make the Investment (as defined in the Investment Agreement), Assignor was required to enter into the Agreement;

WHEREAS, Assignor and Assignee desire to amend the Agreement as set forth below;

WHEREAS, such amendments have been incorporated into this First Amendment.

NOW, THEREFORE, upon the terms and conditions set forth herein:

1. Exhibit A of the Agreement is restated in its entirety to provide as follows:

EXHIBIT A

TRADEMARKS

1. TRANSFORCE
Registration No. 2439099
2. U.S. TRANSFORCE
Registration No. 2488218
- 3.



Registration No. 2515035

2. Except as amended hereby, all other terms of the Agreement shall remain in full force and effect.

3. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania as interpreted by the courts of the Commonwealth of Pennsylvania, notwithstanding any rules regarding choice of law to the contrary.

4. This Amendment may be executed in any number of counterparts, each of which together shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Collateral Assignment of Intellectual Property Agreement as of the day and year first above written.

TRANSFORCE, INC.

By: David Broome
Name: David Broome
Title: Chief Executive Officer

COMMONWEALTH OF VIRGINIA :
 : SS.
COUNTY OF _____ :

On this, the ___ day of July, 2008, before me, a Notary Public, the undersigned officer, personally appeared David Broome who, in due form and according to law was deposed and said that he is the Chief Executive Officer of TransForce, Inc., a Delaware corporation; that he, being duly authorized, duly executed the foregoing instrument on behalf of said corporation for the purposes therein contained by signing his name as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Cassandra P. Smith
Notary Public

My Commission Expires:

My Commission Expires August 31, 2010

MERION INVESTMENT PARTNERS, L.P.

By: Merion Financial Partners, L.P.,
its General Partner

By: Merion Fund Management, LLC,
its General Partner

By: William M. Means
Name: William M. Means
Title: Managing Partner