

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carolina Logistics Services, L.L.C.	FORMERLY Carolina Logistics Services, Inc.	09/02/2008	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	1525 West W.T. Harris Boulevard, NC0680
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	78673111	CLS CAROLINA LOGISTICS SERVICES
Serial Number:	78904688	1ST TOUCH ADVANTAGE
Serial Number:	77089803	RETURNSPRO
Serial Number:	77485851	MOVING FORWARD IN REVERSE LOGISTICS
Serial Number:	77522364	THE REVERSE LOGISTICS COMPANY
Serial Number:	78477073	AFFINITY
Serial Number:	76482352	B2BID
Serial Number:	75193230	CHOICE
Serial Number:	77305928	CLS INVOICE-LINK
Serial Number:	77086792	CLS MEDTURN
Serial Number:	77305952	CLS NET-LINK
Serial Number:	78728903	COUNTERACT
Serial Number:	75193234	FAIR

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Serial Number:	77198074	I-LINK
Serial Number:	78901736	I-LINK INFORMATION · INTELLIGENCE · INTEGRATION
Serial Number:	78461179	MED RETURN
Serial Number:	78461198	MEDTRACK
Serial Number:	78534775	MEDTURN MEDPORT TOOLS FOR REVERSE DISTRIBUTION
Serial Number:	78461129	MEDTURN
Serial Number:	75193233	RETRIEVE
Serial Number:	75193232	TRACE

CORRESPONDENCE DATA

Fax Number: (704)350-7800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7043507729
Email: bsmith@winston.com
Correspondent Name: James W. Ewing
Address Line 1: Winston & Strawn LLP, 214 N. Tryon Stree
Address Line 2: 22nd Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	80393.07138
NAME OF SUBMITTER:	James W. Ewing
Signature:	/James W. Ewing/
Date:	09/12/2008

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of September 2, 2008 by and between CAROLINA LOGISTICS SERVICES, L.L.C., a North Carolina limited liability company, formerly known as Carolina Logistics Services, Inc. (the "Grantor"), having its chief executive office at 2601 Pilgrim Court, Winston-Salem, NC 27106 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Boulevard, NC0680, Charlotte, North Carolina 28262 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of April 29, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Inmar, Inc., a North Carolina corporation, as the Borrower, Inmar Holdings, Inc., a Delaware corporation, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of April 29, 2007 by and among Inmar, Inc., a North Carolina corporation, Inmar Holdings, Inc., a Delaware corporation, certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CAROLINA LOGISTICS SERVICES, INC., as Grantor

By: [Signature]
Name: DREW M. DIXON
Title: EVP/CFO

ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Forsyth

I, Jane E. Hixon, a Notary Public for said County and State, do hereby certify that Drew M. Dixon personally appeared before me this day and stated that (s)he is EVP/CFO of Carolina Logistics Services, L.L.C. and acknowledged, on behalf of Carolina Logistics Services, L.L.C. the due execution of the foregoing instrument.

Witness my hand and official seal, this 2ND day of September, 2008.

[Signature]
Notary Public

My commission expires:

JANE E. HIXON
Notary Public - North Carolina
Forsyth County
My Commission Expires September 22, 2012

[Signature Pages Continue]

Agreed and Accepted as of the
2nd day of September, 2008.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Robert Sevin

Title: Director

Schedule A to Trademark Security Agreement

TRADEMARKS

TRADEMARKS OWNED BY CAROLINA LOGISTICS SERVICES, L.L.C.

Trademark	Application No.	Filing Date
CLS Carolina Logistics Services	78673111	July 19, 2005
1 st Touch Advantage	78904688	June 9, 2006
ReturnsPro	77089803	January 24, 2007
Moving Forward in Reverse Logistics	77485851	May 29, 2008
The Reverse Logistics Company	77522364	July 15, 2008
Affinity	78477073	September 1, 2004
B2Bid	76482352	January 14, 2003
Choice	75193230	November 5, 1996
CLS Invoice-Link	77305928	October 17, 2007
CLS MedTurn	77086792	January 19, 2007
CLS Net-Link	77305952	October 17, 2007
Counteract	78728903	October 7, 2005
Fair	75193234	November 5, 1996
I-Link	77198074	June 5, 2007
I-Link Information ? Intelligence ? Integration	78901736	June 6, 2006
Med Return	78461179	August 3, 2004
MedTrack	78461198	August 3, 2004
MedTurn MedPort Tools for Reverse Distribution	78534775	December 17, 2004
MedTurn	78461129	August 3, 2004
Retrieve	75193233	November 5, 1996
Trace	75193232	November 5, 1996

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None