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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Greatwide Logistics Services, LLC		02/20/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	335 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Banking Institution: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3428304	GREATWIDE
Registration Number:	3393109	GREATWIDE LOGISTICS SERVICES
Registration Number:	3410611	GREATWIDE DISTRIBUTION LOGISTICS
Registration Number:	3393168	GREATWIDE CHEETAH TRANSPORTATION
Registration Number:	2624314	TOTAL WAREHOUSING
Registration Number:	3410612	GREATWIDE TRUCKLOAD MANAGEMENT
Registration Number:	3393167	GREATWIDE DALLAS MAVIS
Registration Number:	3396174	GREATWIDE AMERICAN TRANS FREIGHT
Registration Number:	3399737	GREATWIDE DEDICATED TRANSPORT
Serial Number:	77188265	GREATWIDE FREIGHT BROKERAGE

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CORRESPONDENCE DATA

Fax Number: (212)838-8337
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2128367319
Email: psomelofske@kayescholer.com
Correspondent Name: Paul J. Someiofska c/o Kaye Scholer LLP
Address Line 1: 425 Park Avenue
Address Line 2: 16-06
Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER:	03191-0139
NAME OF SUBMITTER:	Paul J. Someiofska
Signature:	/Paul J. Someiofska/
Date:	02/23/2009
Total Attachments: 7 source=Executed Trademark Security Agreement#page1.tif source=Executed Trademark Security Agreement#page2.tif source=Executed Trademark Security Agreement#page3.tif source=Executed Trademark Security Agreement#page4.tif source=Executed Trademark Security Agreement#page5.tif source=Executed Trademark Security Agreement#page6.tif source=Executed Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT, dated as of February 20, 2009, by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors") in favor of Bank of America, N.A. ("BoFA"), as agent for the Secured Parties (as defined in the Loan Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to a Loan and Security Agreement, dated as of February 20, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Greatwide Logistics Services, LLC and each of its direct and indirect domestic subsidiaries (collectively, the "Borrowers"), Transportation 100, LLC, as a guarantor, the financial institutions party thereto from time to time as lenders (collectively, the "Lenders") and the Agent, the Lenders have agreed to provide a credit facility to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor hereby grants to the Agent for the benefit of the Secured Parties a continuing security interest in and Lien upon all of the following of such Grantor (the "Trademark Collateral"):

1. all of its trademarks, trade names, trade dress and service marks, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications for registration or recording in connection therewith, all whether now owned or hereafter acquired by it, including, without limitation, those referred to on *Schedule I* hereto (the "Trademarks");
2. all renewals and extensions of the foregoing;
3. all goodwill associated with the use of each such Trademark, and
4. all Proceeds of any or all of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due

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and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding any of the foregoing, the Trademark Collateral shall not include any intent-to-use application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law.

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 Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

GREATWIDE LOGISTICS SERVICES, LLC,
as Grantor

By: 
Name: John N. Howe
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent for the Secured Parties

By: _____
Name:
Title:

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.


Very truly yours,

GREATWIDE LOGISTICS SERVICES, LLC,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent for the Secured Parties

By: 
Name: *Binky J. Dunbar*
Title: *Vice President*

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York)

ss.

On this 19th day of February __, 2009 before me personally appeared John N. Marc, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GREATWIDE LOGISTICS SERVICES, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Michelle Alteri
Notary Public

MICHELE ALTERI
Notary Public, State of New York
No. 51-4850852
Qualified in New York County
Commission Expires April 14, 2010

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

SEE ATTACHED

TRADEMARKS**Borrowers' and Subsidiaries' trademarks:**

Greatwide Logistics Services, LLC	USA	Greatwide	3,428,304	10/10/2005	5/13/2008
Greatwide Logistics Services, LLC	USA	Greatwide Logistics Services	3,393,109	4/7/2006	3/4/2008
Greatwide Logistics Services, LLC	USA	Greatwide Freight Brokerage	77/188,265	11/9/2007	
Greatwide Logistics Services, LLC	USA	Greatwide Distribution Logistics	3,410,611	4/7/2006	4/8/2008
Greatwide Logistics Services, LLC	USA	Greatwide Choctah Transportation	3,393,168	1/26/2006	3/4/2008
Greatwide Logistics Services, LLC	USA	Total Warehousing	2,624,314	6/19/2001	9/24/2002
Greatwide Logistics Services, LLC	USA	Greatwide Truckload Management	3,410,612	12/19/2005	4/8/2008
Greatwide Logistics Services	USA	Greatwide Dallas Mavis	3,393,167	1/26/2006	3/4/2008
Greatwide Logistics Services	USA	Greatwide American Trans Freight	3,396,174	1/26/2006	3/11/2008
Greatwide Logistics Services	USA	Greatwide Dedicated Transport	3,399,737	4/7/2006	3/18/2008

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