

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CONDITIONAL ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Express Courier Systems, Inc.		03/20/2009	CORPORATION: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prism Mezzanine Fund SBIC, L.P.		
<b>Composed Of:</b>	COMPOSED OF PMF Partners SBIC, LLC, its general partner		
<b>Street Address:</b>	444 North Michigan Avenue		
<b>Internal Address:</b>	Suite 1910		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3373612	MEDIFLEET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)861-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-861-2000		
<b>Email:</b>	dgasiorowski@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP		
<b>Address Line 1:</b>	200 East Randolph Drive		
<b>Address Line 2:</b>	c/o Donna Gasiorowski, Sr. Legal Asst.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	36055-8 DRG		
<b>NAME OF SUBMITTER:</b>	Donna Gasiorowski		
<b>Signature:</b>	/Donna Gasiorowski/		

**CH \$40.00 3373612**

Date:

03/20/2009

**Total Attachments: 7**

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THIS TRADEMARK SECURITY AGREEMENT AND THE INDEBTEDNESS EVIDENCED HEREBY AND THE LIENS AND SECURITY INTERESTS GRANTED HEREIN ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") DATED AS OF MARCH 20, 2009 AMONG ACE EXPEDITERS HOLDINGS, INC., A DELAWARE CORPORATION, ACE EXPEDITERS INC., A FLORIDA CORPORATION, ACE EXPEDITERS OF ALABAMA, INC., A FLORIDA CORPORATION, EXPRESS COURIER SYSTEMS, INC., A CONNECTICUT CORPORATION, NETWORK EXPRESS, INC., A FLORIDA CORPORATION, THE OTHER "OBLIGORS" FROM TIME TO TIME PARTIES THERETO, GLADSTONE BUSINESS LOAN, LLC, A DELAWARE LIMITED LIABILITY COMPANY, PRISM MEZZANINE FUND SBIC, L.P., A DELAWARE LIMITED PARTNERSHIP, AND THE OTHER "SUBORDINATED CREDITORS" FROM TIME TO TIME PARTIES THERETO, AND GCI CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT, TO THE SENIOR DEBT (AS DEFINED IN THE SUBORDINATION AGREEMENT) AND ALL LIENS AND SECURITY INTERESTS SECURING SAME; AND EACH HOLDER OF THIS TRADEMARK SECURITY AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), is between EXPRESS COURIER SYSTEMS, INC., a Connecticut corporation (the "Grantor"), and PRISM MEZZANINE FUND SBIC, L.P., a Delaware limited partnership, as collateral agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Note Purchase Agreement (defined below).

### RECITALS

**WHEREAS**, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 2** annexed hereto; and

**WHEREAS**, Grantor has entered into that certain Note Purchase Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), with Grantee, Ace Expediters, Inc., a Florida corporation (the "Issuer"), the other Credit Parties signatory thereto and the Purchasers party thereto, providing for extensions of credit and other financial accommodations to be made to Issuer by Purchasers; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Credit Parties party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, and all proceeds thereof, to secure the payment of the Obligations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) each Trademark license referred to in **Schedule 2** annexed hereto;
- (3) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto and the Trademarks licensed under any Trademark license referred to in **Schedule 2** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

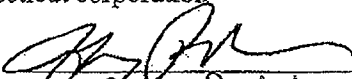
This Trademark Security Agreement is, and all rights and remedies granted to Collateral Agent and the Secured Parties hereunder are, subject in all respects to the terms and limitations of that certain Subordination Agreement defined above. In the event of any conflict between the terms of the Subordination Agreement and this Trademark Security Agreement, the terms of the Subordination Agreement shall govern and control. The security interests created by this

Trademark Security Agreement and any other Note Documents on the Collateral are junior and subordinate to the Lien on such Collateral in favor of the Agent, in accordance with the provisions of the Subordination Agreement. Notwithstanding anything to the contrary set forth in this Agreement or any other Note Document, neither the Collateral Agent nor any other Secured Party shall have any right to exercise any right or remedy hereunder except in accordance with the Subordination Agreement. After the Termination Date (as defined in the Senior Credit Agreement), where this Trademark Security Agreement refers to any provision of the Senior Credit Agreement or any action or delivery required by such provision, such reference shall be deemed to be a reference to such provision as in effect immediately prior to such date, except that such action or delivery shall be made to or for the benefit of Collateral Agent rather than the Agent.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

EXPRESS COURIER SYSTEMS, INC., a  
Connecticut corporation

By:   
Name: Jeffrey Padnis  
Title: Vice President

Acknowledged:

PRISM MEZZANINE FUND SBIC, L.P., as Collateral Agent

by: PMF Partners SBIC, LLC, its general partner

By: \_\_\_\_\_  
Name: Brian Harlan  
Title: Principal

Signature Page to NPA Trademark Security Agreement

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

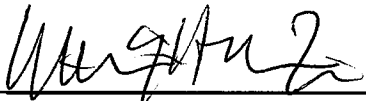
**EXPRESS COURIER SYSTEMS, INC.**, a  
Connecticut corporation

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

Acknowledged:

**PRISM MEZZANINE FUND SBIC, L.P.**, as Collateral Agent

by: PMF Partners SBIC, LLC, its general partner

By:  \_\_\_\_\_  
Name: William G. Harlan, Jr.  
Title: Principal

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Other</u>
Express Courier Systems, Inc.	Medifleet	#3373612	January 22, 2008	



Schedule 2 to Trademark Security Agreement

TRADEMARK LICENSES

None.