

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
GTS Holdings, Inc.		07/28/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC		
Street Address:	4445 Willard Avenue		
Internal Address:	12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3507274	EMPIRECLS WORLDWIDE CHAUFFEURED SERVICES	
Registration Number:	3507273	EMPIRECLS	
Registration Number:	3216880	CLS	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	108200		
NAME OF SUBMITTER:	Jean Paterson		

CH \$90.00 3507274

Signature:	/Jean Paterson/
Date:	08/26/2009
Total Attachments: 10 source=8-26-09 GTS Holdings-TM#page1.tif source=8-26-09 GTS Holdings-TM#page2.tif source=8-26-09 GTS Holdings-TM#page3.tif source=8-26-09 GTS Holdings-TM#page4.tif source=8-26-09 GTS Holdings-TM#page5.tif source=8-26-09 GTS Holdings-TM#page6.tif source=8-26-09 GTS Holdings-TM#page7.tif source=8-26-09 GTS Holdings-TM#page8.tif source=8-26-09 GTS Holdings-TM#page9.tif source=8-26-09 GTS Holdings-TM#page10.tif	

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this “**Acknowledgement**”) is dated as of July 28, 2009, by each of GTS HOLDINGS, INC., a Delaware corporation and CLS WORLDWIDE SERVICES, LLC, a Delaware limited liability company (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as agent for the Lenders under the Credit Agreement (in such capacities, “**Secured Party**”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof among Grantors, certain other Credit Parties, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed to provide Loans to the Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, the pursuant to the Security Agreement dated as of Original Closing Date among Grantors, certain other Credit Parties and Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”), Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans to the Grantors thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(i) all renewals, reissues, continuations or extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

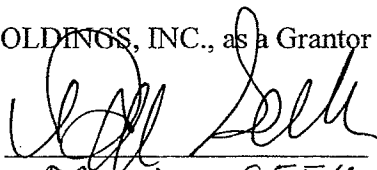
Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property 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. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

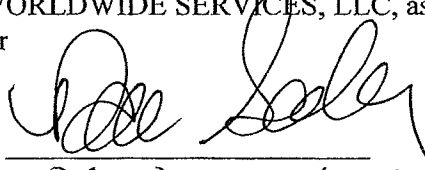
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

GTS HOLDINGS, INC., as a Grantor

By: 
Name: DAVID SEELINGER
Its: CHAIRMAN/CEO

CLS WORLDWIDE SERVICES, LLC, as a Grantor

By: 
Name: DAVID SEELINGER
Its: CHAIRMAN/CEO

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By:  _____

Name: Christopher J. Blagg
Title: Authorized Signatory

ACKNOWLEDGEMENT OF GRANTORS

On this 24 day of July, 2009, David Seclinger, who is personally known to me, appeared before me in his capacity as the Chairman/CEO, of GTS HOLDINGS, INC. (the "Grantor") and executed on behalf of such Grantor the Acknowledgment of Intellectual Property Collateral Lien in favor of CapitalSource Finance LLC, as Agent, to which this Certificate is attached.

Amy C. Hartley
Notary Public

On this 24 day of July, 2009, David Seclinger, who is personally known to me, appeared before me in his capacity as the Chairman/CEO, of CLS WORLDWIDE SERVICES, LLC (the "Grantor") and executed on behalf of such Grantor the Acknowledgment of Intellectual Property Collateral Lien in favor of CapitalSource Finance LLC, as Agent, to which this Certificate is attached.

Amy C. Hartley
Notary Public



SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Including Mark Reg. No. and Date

Owner: GTS Holdings, Inc.

Mark: Empire CLS Worldwide Chauffeured Services (logo)

Registration Number: 3507274

Registration Date: 9/30/2008

Owner: GTS Holdings, Inc.

Mark: EMPIRECLS

Registration Number: 3507273

Registration Date: 9/30/2008

Owner: CLS Worldwide Services, LLC

Mark: CLS

Registration Number: 3216880

Registration Date: 3/13/2007

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

Including Name of Agreement, Parties and Date of Agreement

None

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

Including Copyright Reg. No. and Date

None

B. COPYRIGHT APPLICATIONS

None

C. COPYRIGHT LICENSES

Including Name of Agreement, Parties and Date of Agreement

None

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENT

Including Patent Reg. No. and Date

None

B. PATENT APPLICATIONS

None

C. PATENT LICENSES

Including Name of Agreement, Parties and Date of Agreement

None