

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FFE Transportation Services, Inc.		09/02/2009	INC. ASSOCIATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	1717 Main St.		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1051487	FFE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(214)999-1751		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	katie.newgent@tklaw.com		
Correspondent Name:	Thompson & Knight LLP		
Address Line 1:	1722 Routh Street		
Address Line 2:	Suite 1500		
Address Line 4:	Dallas, TEXAS 75201-2533		
ATTORNEY DOCKET NUMBER:	017104.000211		
NAME OF SUBMITTER:	Katie Newgent		
Signature:	/katie newgent/		
Date:	09/08/2009		

CH \$40.00 1051487

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of September 2, 2009, by the Person listed on the signature page hereof ("Grantor"), in favor of Comerica Bank, as administrative agent under the Credit Agreement (the "Secured Party") for the benefit of the Beneficiaries.

### RECITALS

- A. Grantor owns certain intellectual property.
- B. Grantor and the Secured Party, together with the lenders party thereto are parties to a Second Amended and Restated Credit Agreement of even date herewith (the "Credit Agreement").
- C. Pursuant to the Second Amended and Restated Security Agreement of even date herewith (as from time to time supplemented, amended or restated, the "Security Agreement"; capitalized terms used herein and not otherwise defined have the respective meaning specified in the Security Agreement) of Grantor and certain other grantors of security interests in favor of the Secured Party, Grantor has granted to Secured Party for the benefit of the Beneficiaries a continuing security interest in certain assets of Grantor, including all right, title and interest of Grantor in, to and under the Intellectual Property Collateral whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the receipt and sufficiency of that the parties acknowledge, Grantor agrees as follows:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of that are hereby acknowledged, Grantor does hereby grant to the Secured Party, to secure the Secured Obligations, 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 "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

- (a) each Trademark in which Grantor has any interest;
- (b) each Intellectual Property License to which Grantor is a party; and
- (c) all proceeds of and revenues from the foregoing, including all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any of the foregoing, and all rights and benefits of Grantor under any Intellectual Property License.

"Intellectual Property License" means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark.

"Trademark" means any of the following:

(a) any trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo, brand name, trade dress, domain name, design, slogan, print or label on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing that arise under applicable law;

(b) the goodwill of the business symbolized thereby or associated with each of them;

(c) any registration or application in connection therewith, including any registration or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any other country, or any political subdivision of any thereof, including those described under the heading "U.S. Trademark Registrations and Applications" on Schedule 1 hereto;

(d) any reissue, extension or renewal thereof;

(e) any claim for, or right to sue for, past or future infringements of any of the foregoing; and

(f) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

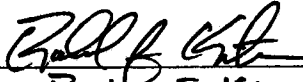
Grantor irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor or in its name, from time to time, in the Secured Party's discretion, so long as any Default or Event of Default (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action that Grantor might take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments that may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly allowed in the Security Agreement, Grantor shall not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral, except any such sale, license, exchange, assignment, other transfer or grant of rights to another Debtor now or hereafter in existence after giving 30 days prior written notice to Secured Party thereof.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The rights and remedies of the Secured Party 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.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of September 2, 2009.

FFE TRANSPORTATION SERVICES, INC.

By   
Name: PAUL J. KUROSAKI  
Title: SVP, CFO

Acknowledged:

COMERICA BANK

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


IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of September 2, 2009.

FFE TRANSPORTATION SERVICES, INC.

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


Acknowledged:

COMERICA BANK

By   
Name: *Robert Clouse*  
Title: *VICE PRESIDENT*

Schedule 1  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

A. U.S. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	1,051,487	October 26, 1976