

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
Bullet Transportation Services, Inc.		12/11/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	135 South LaSalle Street, 4th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2068504	BULLET FREIGHT SYSTEMS, INC.	
Registration Number:	3432336	CALIBER LOGISTICS	
Registration Number:	3638567	CALIBER LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1403.516		
NAME OF SUBMITTER:	Sharon Patterson		

OP \$90.00 2068504

900150167

**TRADEMARK
 REEL: 004115 FRAME: 0734**

Signature:	/sharon patterson/
Date:	12/17/2009
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended or otherwise modified from time to time, this "Agreement"), dated as of December 11, 2009, by BULLET TRANSPORTATION SERVICES, INC., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as successor by merger to LaSalle Bank National Association, in its capacity as administrative agent for the Lenders (in such capacity, the "Agent").

RECITALS

A. The Grantor has become party to that certain Second Amended and Restated Credit Agreement dated as of March 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including pursuant to that certain Consent and Third Amendment to Second Amended and Restated Credit Agreement of even date herewith, the "Credit Agreement"), by and among various financial institutions, the Agent and the other Borrowers (as defined therein), pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor and the other Borrowers.

B. Pursuant to the terms of that certain Joinder to Guaranty and Collateral Agreement of even date herewith by the Grantor for the benefit of Agent, the Grantor has become party to that certain Guaranty and Collateral Agreement dated as of March 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Agent pursuant to which certain obligations owing to the Agent and the Lenders are secured.

C. Pursuant to the terms of the Guaranty and Collateral Agreement, the Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under, among other things, the Credit Agreement.

D. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed

hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

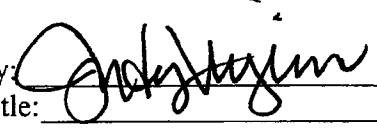
2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The 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 Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BULLET TRANSPORTATION SERVICES, INC.

By: 
Title: _____

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Title: _____

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BULLET TRANSPORTATION SERVICES, INC.

By: _____
Title: _____

Acknowledged:

**BANK OF AMERICA, N.A.,
as Agent**

By: 
Title: George S. Casey
Assistant Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Mark Description	Trademark Registration Number	Date of Application	Date of Registration
Bullet Freight Systems, Inc.	2068504	9/7/1995	6/10/1997
Caliber Logistics	3432336	4/16/2007	5/20/2008
Caliber Logistics	3638567	11/3/08	06/16/2009

Trademark Licenses

None.