

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
Velocity Acquisition I, LLC		11/25/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Burdale Capital Finance, Inc., as Agent
Street Address:	300 First Stamford Place
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3377652	V
Registration Number:	3447539	VELOCITYEXPRESS REAL TIME DELIVERY
Registration Number:	3290039	WE CALL THAT REAL-TIME DELIVERY.
Registration Number:	3465524	REAL TIME DELIVERY.
Registration Number:	2660102	VXP
Registration Number:	2817675	VELOCITY
Registration Number:	2684089	VELOCITY EXPRESS
Registration Number:	2765219	RELENTLESS RELIABILITY
Registration Number:	3293557	THE TOTAL PACKAGE IN DELIVERY
Registration Number:	2534061	CD&L
Registration Number:	2534060	CD&L

CORRESPONDENCE DATA

Fax Number: (312)863-7806

900151034

**TRADEMARK
 REEL: 004123 FRAME: 0030**

OP \$290.00 3377652

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4720.026
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	12/31/2009

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 25th day of November, 2009, by Velocity Acquisition I, LLC ("Grantor"), a Delaware limited liability company, in favor of Burdale Capital Finance, Inc. in its capacity as agent ("Grantee") for certain lenders in connection with the Loan Agreement (defined below):

WITNESSETH

WHEREAS, Grantor, the guarantors party thereto, the lenders from time to time party thereto ("Lenders") and Grantee are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee, for the benefit of the Lenders, a lien on, security interest in and right of set-off against all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor to the Grantee and Lenders under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement (including meanings provided for in the Loan Agreement by reference to another document). If any provision contained in this Agreement conflicts with any provision of the Loan Agreement, the provision contained in the Loan Agreement shall govern and control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the ratable benefit of the Lenders, a lien on, security interest in and right of set-off against any and all right, title and interest in and to any and all of the following of Grantor's Collateral, whether now owned or existing and hereafter created, acquired or arising (the "Trademark Collateral"):

(i) each trademark, trademark registration and trademark application listed on Schedule 1 annexed hereto, together with all renewals of any of the foregoing and together, in each case, with all goodwill attributable to any of the foregoing; and

(ii) all proceeds and products of the foregoing, and all insurance pertaining to the foregoing and proceeds thereof.

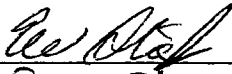
3. Execution in Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile shall bind the parties hereto.

4. Governing Law. This Agreement shall be governed by the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

VELOCITY ACQUISITION I, LLC

By 
Name E.W. Stone, Jr.
Title CEO

Agreed and Accepted
as of the Date First Written Above

BURDALE CAPITAL FINANCE, INC.,
as Grantee

By _____
Name _____
Title _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

VELOCITY ACQUISITION I, LLC

By _____
Name _____
Title _____

Agreed and Accepted
as of the Date First Written Above

BURDALE CAPITAL FINANCE, INC.,
as Grantee

By *Antimo Barbieri*
Name Antimo Barbieri
Title Senior Vice President

By: *Phillip R. Webb*
Name: Phillip R. Webb
Title: Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Owner	Status in US Patent and Trademark Office	Federal Registration Number
V (WORDS AND DESIGN)	Velocity Acquisition I, LLC	Registered	3377652
VELOCITY EXPRESS REAL TIME DELIVERY (STYLIZED LETTERS)	Velocity Acquisition I, LLC	Registered	3447539
WE CALL THAT REAL-TIME DELIVERY. (STANDARD CHARACTER MARK)	Velocity Acquisition I, LLC	Registered	3290039
REAL TIME DELIVERY.	Velocity Acquisition I, LLC	Registered	3465524
VXP (WORDS ONLY)	Velocity Acquisition I, LLC	Registered	2660102
VELOCITY (WORDS ONLY)	Velocity Acquisition I, LLC	Registered	2817675
VELOCITY EXPRESS (WORDS ONLY)	Velocity Acquisition I, LLC	Registered	2684089

Trademark	Owner	Status in US Patent and Trademark Office	Federal Registration Number
RELENTLESS RELIABILITY (WORDS ONLY)	Velocity Acquisition I, LLC	Registered	2765219

ID	Mark	Classes	Reg Owner	App#	App Dt	Reg #	Reg Dt	Status in US Patent and Trademark Office
8818	THE TOTAL PACKAGE IN DELIVERY	35,39	Velocity Acquisition I, LLC	78582577	3/8/05	3293557	9/18/07	Registered

	(STANDARD CHARACTER MARK)							
610 0	CD&L (WORDS ONLY)	35, 39	Velocity Acquisition I, LLC	76197427	1/22/01	2534061	1/29/02	Registered
610 1	CD&L (WORDS AND DESIGN)	35, 39	Velocity Acquisition I, LLC	76197425	1/22/01	2534060	1/29/02	Registered