

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
South Ranch, Inc.		01/20/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada		
<b>Street Address:</b>	200 Bay Street, Royal Bank Plaza		
<b>Internal Address:</b>	12th Floor, South Tower		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2W7		
<b>Entity Type:</b>	Chartered Canadian Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77768065	SMARTBORDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(514)904-8101		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipmtl@osler.com		
<b>Correspondent Name:</b>	Sofia Aguilar		
<b>Address Line 1:</b>	1000 de la Gauchetiere St. West		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Montreal, CANADA H3B 4W5		
<b>ATTORNEY DOCKET NUMBER:</b>	1116663(SA)		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

OP \$40.00 77768065

**900153097**

**TRADEMARK  
 REEL: 004137 FRAME: 0633**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Sofia Aguilar
Signature:	/Sofia Aguilar/
Date:	01/26/2010

**Total Attachments: 8**

source=South Ranch, Inc. Security Agreement\_ USPTO\_ January 20, 2010#page1.tif  
source=South Ranch, Inc. Security Agreement\_ USPTO\_ January 20, 2010#page2.tif  
source=South Ranch, Inc. Security Agreement\_ USPTO\_ January 20, 2010#page3.tif  
source=South Ranch, Inc. Security Agreement\_ USPTO\_ January 20, 2010#page4.tif  
source=South Ranch, Inc. Security Agreement\_ USPTO\_ January 20, 2010#page5.tif  
source=South Ranch, Inc. Security Agreement\_ USPTO\_ January 20, 2010#page6.tif  
source=South Ranch, Inc. Security Agreement\_ USPTO\_ January 20, 2010#page7.tif  
source=South Ranch, Inc. Security Agreement\_ USPTO\_ January 20, 2010#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated January 20, 2009 is made by South Ranch, Inc. (the "*Assignor*") in favor of Royal Bank of Canada, as Administrative Agent (together with any successor Administrative Agent appointed pursuant to Section 14.07 of the Credit Agreement referred to below) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, 2219987 Ontario Inc., as Borrower, L.I.I. Holdings U.S. Parent Corp., a Delaware Corporation, Livingston International, Inc., a Delaware Corporation, Unicity Distribution Systems, Inc., a Minnesota Corporation, Livingston International Trade Services, Inc., a Washington Corporation, Adminserv U.S. L.L.C., a Delaware Corporation, Great Lakes Customs Brokerage, Inc., a New York Corporation, South Ranch, Inc., a New York Corporation, Clarke Transportation Services, Inc., a Delaware Corporation, and any Additional U.S. Grantor (collectively, the "*U.S. Grantors*") and the other Guarantors party thereto, have entered into or acceded to a Credit Agreement dated as of January 19, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with the Lenders party thereto and the Administrative Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Accommodations by the Lenders under the Credit Agreement and the entry into Eligible Hedging Agreements by the Hedge Lenders from time to time, the Assignor has executed and delivered that certain Security and Pledge Agreement dated January 20, 2010 made by the Assignor and the other U.S. Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Assignor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Assignor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

SECTION 1. Grant of Security. The Assignor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such the Assignor's right, title and interest in and to the following (the "*Collateral*"):

- (a) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (b) the trademark and service mark registrations and trademark and service mark applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "*Trademarks*");

(c) the copyrights, copyright registrations and copyright applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Assignor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover proceeds arising from such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Assignor under this IP Security Agreement secures the payment of all obligations of the Assignor now or hereafter existing under or in respect of the Credit Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise (the “***Secured Obligations***”). Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Assignor to any Secured Party under the Credit Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. The Assignor authorizes and requests that the Register of Copyrights, the U.S. Patent and Trademark Office, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer in Canada and/or the United States record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Assignor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

In the event that any provision of this IP Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the Assignor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**SOUTH RANCH, INC.**

By:  \_\_\_\_\_

Name: Peter Luit

Title: Director  
Chief Executive Officer and President

**ROYAL BANK OF CANADA, as  
Administrative Agent**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

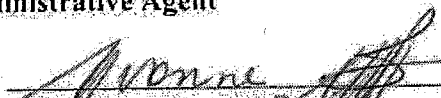
Title:

IN WITNESS WHEREOF, the Assignor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**SOUTH RANCH, INC.**

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

**ROYAL BANK OF CANADA, as  
Administrative Agent**

By:  \_\_\_\_\_  
Name: Yvonne Brazier  
Title: Manager, Agency

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

[Signature page to South Ranch, Inc. Intellectual Property Security Agreement]

**Schedule A  
Patents**

None.



**Schedule B  
Trademarks**

<u>Trademark</u>	<u>Applicant</u>	<u>Application No.</u>	<u>Application Date</u>
SMARTBORDER	South Ranch, Inc.	77/768,065	June 25, 2009

**Schedule C  
Copyrights**

None.