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TO: ZACHARY S. FINLEY COMPANY: 4 PARK PLAZA SUITE 1600

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.105/14/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rock-It Cargo USA LLC		05/13/2010	LIMITED LIABILITY COMPANY; DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, <i>As Administrative Agent</i>		
Street Address:	2240 Butler Pike - PA5409		
City:	Plymouth Meeting		
State/Country:	PENNSYLVANIA		
Postal Code:	19462		
Entity Type:	Collateral Agent: <i>National Banking Association: United States</i>		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	77607731	DIETL INTERNATIONAL SERVICES	
Serial Number:	77611270	ROGERS WORLDWIDE	
Serial Number:	77611279	ROGERS WORLDWIDE	
Serial Number:	77611253	SOUND MOVES	
Serial Number:	77611264	SOUND MOVES	
Serial Number:	77898191	CARGOLIVE	
Registration Number:	1587918	ROCK-IT CARGO AIR AND SEA	
Registration Number:	1681267	AIR AND SEA ROCK-IT CARGO	
Registration Number:	3783351	ELP EVENT LOGISTICS PARTNERSHIP	
Registration Number:	2401198	ROCK-IT AIR CHARTER	
Registration Number:	1587915	ROCK-IT CARGO	
Registration Number:	1687918	ROCK-IT CARGO	
Registration Number:	1355475	ROCKIT	

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CORRESPONDENCE DATA

Fax Number: (949)567-6710

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

Phone: (415) 773-5921

Email: iprosecution@orrick.com, zfinley@orrick.com, dlin@orrick.com,
orapoport@orrick.com

Correspondent Name: Zachary S. Finley

Address Line 1: 4 Park Plaza Suite 1600

Address Line 2: IP Prosecution Department

Address Line 4: Irvine, CALIFORNIA 92614-2558

ATTORNEY DOCKET NUMBER:	1696.474
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NAME OF SUBMITTER:	David Lin
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Signature:	/David Lin/
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Date:	05/14/2010
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Total Attachments: 5

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GRANT OF SECURITY INTEREST

TRADEMARKS

This GRANT OF SECURITY INTEREST, dated as of May 13, 2010 is executed by ROCK-IT CARGO USA LLC, a Delaware limited liability company (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent"). Unless otherwise defined herein, all other capitalized terms used herein and defined in the Security Agreement shall have the respective meanings given to those terms in the Security Agreement.

A. (1) Pursuant to that certain Credit Agreement, dated as of May 13, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Rock-It Cargo Holdings International Ltd., the lending institutions from time to time party thereto (the "Lenders") and Wells Fargo, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent and Letter of Credit Issuer, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower or any Restricted Borrower Group Member upon the terms and subject to the conditions set forth therein, (2) one or more Hedge Banks may from time to time enter into Secured Hedge Agreements with any Credit Party or any Restricted Borrower Group Member and (3) one or more Cash Management Banks may from time to time provide Cash Management Services to any Credit Party or any Restricted Borrower Group Member.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into a Security Agreement dated as of May 13, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Grant of Security Interest.

D. Pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill, and all proceeds thereof, (the "Collateral"), to secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Secured Obligations (as defined in the Security Agreement) of the Grantor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Collateral Agent and its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in and a continuing

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lien on all of the Grantor's right, title and interest in and on all of the Collateral now owned or hereafter acquired by the Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Secured Obligations of the Grantor.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Agent's address is:

Wells Fargo Bank, National Association
2240 Butler Pike - PA5409
Plymouth Meeting, PA 19462
Attention: Eric Del Viscio
Tel. No. (610) 397-2753
Fax No. (610) 397-2770

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Grant of Security Interest.

THIS GRANT OF SECURITY INTEREST SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This Grant of Security Interest has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement, as applicable, shall govern.

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed
as of the day and year first above written.

GRANTOR:

ROCK-IT CARGO USA LLC

By: 

Name: James E. McNally, Jr.

Title: Chief Financial Officer

{Signature Page to Grant of Security Interest (Trademarks)}

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WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent for the benefit of the Secured
Parties

By: 
Name: Eric M. Del Visio
Title: Senior Vice President

[Signature Page to Grant of Security Interest (Trademarks)]

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SCHEDULE 1-A TO GRANT OF SECURITY INTERESTTRADEMARKS

NAME	OWNER	COUNTRY	STATUS	REG. NO.	REG. DATE
ROCK-IT CARGO AIR AND SEA & Design	Rock-It Cargo USA LLC	United States	Registered	1,587,918	20-Mar-1990
AIR AND SEA ROCK-IT CARGO & DESIGN	Rock-It Cargo USA LLC	United States	Registered	1,681,267	31-Mar-1992
ELP EVENT LOGISTICS PARTNERSHIP & Design	Rock-It Cargo USA LLC	United States	Registered	3,783,351	04-May-2010
ROCK-IT AIR CHARTER	Rock-It Cargo USA LLC	United States	Registered	2,401,198	07-Nov-2000
ROCK-IT CARGO	Rock-It Cargo USA LLC	United States	Registered	1,587,915	20-Mar-1990
ROCK-IT CARGO	Rock-It Cargo USA LLC	United States	Registered	1,687,916	19-May-1992
ROCKIT (stylized)	Rock-It Cargo USA LLC	United States	Registered	1,355,475	20-Aug-1985

SCHEDULE 1-B TO GRANT OF SECURITY INTERESTTRADEMARK APPLICATIONS

NAME	OWNER	COUNTRY	STATUS	APP. NO.	FILING DATE
DIETL INTERNATIONAL SERVICES	Rock-It Cargo USA LLC	United States	Published	77/607,731	05-Nov-2008
ROGERS WORLDWIDE	Rock-It Cargo USA LLC	United States	Pending	77/611,270	10-Nov-2008
ROGERS WORLDWIDE	Rock-It Cargo USA LLC	United States	Pending	77/611,279	10-Nov-2008
SOUND MOVES	Rock-It Cargo USA LLC	United States	Published	77/611,253	10-Nov-2008
SOUND MOVES	Rock-It Cargo USA LLC	United States	Allowed	77/611,264	10-Nov-2008
CARGOLIVE	Rock-It Cargo USA LLC	United States	Pending	77/898,191	21-Dec-2009