

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
American Transportation Exchange, Inc.		08/13/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Montage Capital, LLC		
Street Address:	5201 Great American Parkway, Suite 320		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2993701	INTELLISHIP	
Registration Number:	2984566	HALO	
Registration Number:	2965848	AMTREX	
CORRESPONDENCE DATA			
Fax Number:	(415)693-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 693-2000		
Email:	trademarks@cooley.com, mobleysg@cooley.com		
Correspondent Name:	John W. Crittenden		
Address Line 1:	777 6th St., NW, Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	313503-100		
NAME OF SUBMITTER:	Susan Mobley		

CH \$90.00 2993701

900165892

**TRADEMARK
 REEL: 004234 FRAME: 0445**

Signature:	/Susan Mobley/
Date:	06/30/2010
Total Attachments: 10 source=AmtrexMontage Loan security interest#page1.tif source=AmtrexMontage Loan security interest#page2.tif source=AmtrexMontage Loan security interest#page3.tif source=AmtrexMontage Loan security interest#page4.tif source=AmtrexMontage Loan security interest#page5.tif source=AmtrexMontage Loan security interest#page6.tif source=AmtrexMontage Loan security interest#page7.tif source=AmtrexMontage Loan security interest#page8.tif source=AmtrexMontage Loan security interest#page9.tif source=AmtrexMontage Loan security interest#page10.tif	

LOAN AGREEMENT

Dated as of August 13, 2008

by and between

MONTAGE CAPITAL , LLC

as Montage or Lender

and

AMERICAN TRANSPORTATION EXCHANGE, INC.

as Borrower

TOTAL CREDIT AMOUNT: Up to \$2,750,000

Maturity Date:	February, 15, 2010
Formula:	None
Facility Origination Fee:	\$50,000
Interest:	14.00% Fixed
Warrants:	See Warrant

The information set forth above is subject to the terms and conditions set forth in the balance of this Agreement.
The parties agree as follows:

1. Advances and Payments.

(a) **Advances.** Borrower may request up to three advances (each, an "Advance" and collectively, the "Advances"), up to the following maximum outstanding amounts:

(i) Advance in the principal amount of \$1,850,000 upon the execution of all loan documents ("Tranche 1").

(ii) Advance of up to \$450,000 upon Borrower achieving (A) quarterly revenues of not less than \$2,850,000 for the quarter ending September 30, 2008 and (B) quarterly EBITDA loss not to exceed \$300,000 for the quarter ending September 30, 2008 ("Tranche 2").

(iii) Advance of up to \$450,000 upon Borrower achieving (A) quarterly revenues of not less than \$5,600,000 for the quarter ending December 30, 2008 and (B) positive quarterly EBITDA for the quarter ending December 31, 2008 ("Tranche 3").

2. Conditions. The obligation of Montage ("Lender") to make any Advance or Advances under this Agreement is subject to (i) each Lender's determination, in its sole discretion, that there has not occurred a circumstance or circumstances that have a Material Adverse Effect, as defined in Section 5(g), (ii) the execution, delivery and filing of such instruments and agreements as Lender deem appropriate, and (iii) and satisfaction of such other conditions as each Lender reasonably requests. Borrower shall use the first proceeds of the initial Advance to repay amounts owing to Celtic Capital and Heffernan, the outstanding balance of which Borrower represents is approximately \$503,508 and \$700,000, respectively. Borrower authorizes Lender to pay the proceeds of the initial Advance to Celtic and Heffernan.

3. Interest; Payments.

(a) Borrower shall pay interest on the outstanding principal balance of the Advance and other monetary Obligations at a fixed rate per annum equal to 14.00%. Interest shall be calculated on the basis of a 360-day year for the actual number of days elapsed, and shall be payable in arrears on the first day of each month. Any partial month shall be prorated on the basis of a 30-day month based on the actual number of days outstanding. Borrower will pay interest on the outstanding Advances on the first day of each month, in arrears, beginning September 1, 2008, and continuing for so long as any Advances are outstanding. On February 1, 2009, and on the first day of each month thereafter, Borrower will pay \$75,000 on account of principal plus accrued interest. The entire outstanding principal balance of the Advances, all accrued and unpaid interest thereon, and all fees and other amounts outstanding hereunder shall be immediately due and payable on the Maturity Date. All payments shall be applied first to fees and expenses, then to interest and then to principal. Borrower may prepay all or any portion of the outstanding balance through the Maturity Date, without penalty or premium, but any amount that is repaid may not be reborrowed. Upon the sale of any of its assets outside of the ordinary course of business for net cash proceeds in excess of \$250,000, then Borrower shall pay to Lender at least twenty percent (20%) of such proceeds as a mandatory prepayment to be applied to outstanding principal installments in reverse order of maturity.

(b) **Fees.** On the Closing Date, Borrower will pay Lender a fee of \$50,000. Borrower will pay Lender an additional fee of \$9,000 at the time Borrower obtains an advance under Tranche 2 of this Agreement, and an additional fee of \$9,000 at the time Borrower obtains an advance under Tranche 3 of this Agreement.

(c) **Warrants.** Borrower is concurrently issuing to Lender a Warrant to Purchase Stock (a "Warrant").

(d) **Maturity Date.** The Maturity Date is February 15, 2010. Borrower may prepay all or any part of any Advances without penalty or premium, but may not reborrow any amount repaid.

(e) **Late Payment.** After the occurrence and during the continuance of an Event of Default, the Obligations shall bear interest at a rate equal to 18% per annum. The terms of this paragraph shall not be construed as Lenders' consent to Borrower's failure to pay any amounts in strict accordance with this Agreement.

and Lender's charging any such fees and/or acceptance of any such payments shall not restrict any exercise of any remedies arising out of any such failure.

4. Security Interest. As security for all present and future indebtedness, guarantees, liabilities, and other obligations of Borrower to Lender under this Agreement, including all fees specified in Section 2 (collectively, the "Obligations"), Borrower grants to Lender a security interest in all of Borrower's personal property, whether now owned or hereafter acquired, including without limitation all of the following: all accounts, cash, patents, copyrights, trademarks, goodwill, general intangibles, chattel paper, documents, letters of credit, instruments, deposit accounts, investment property, inventory, fixtures and equipment, as such terms are defined in Division 9 of the Uniform Commercial Code in effect on the date hereof, the property described on **Exhibit A** attached hereto, and all products, proceeds and insurance proceeds of the foregoing (collectively, the "Collateral"). Borrower authorizes each Lender to execute such documents and take such actions as such Lender reasonably deems appropriate from time to time to perfect or continue the security interest granted hereunder.

5. Representations and Warranties; Affirmative Covenants. Borrower represents to Lender as follows (which if stated as a future promise below) shall be deemed continuing throughout the term of this Agreement), and shall do as follows:

(a) **Authorization.** Borrower is and will continue to be, duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and Borrower is and will continue to be qualified and licensed to do business in all jurisdictions in which it is required to do so; the execution, delivery and performance by Borrower of this Agreement, and all other documents contemplated hereby have been duly and validly authorized by all necessary corporate action, and do not violate Borrower's Articles of Incorporation or by-laws, or any law or any material agreement or instrument which is binding upon Borrower or its property. Borrower has no wholly owned or partially owned subsidiaries and is not a partner or joint venturer in any partnership or joint venture.

(b) **State of Incorporation; Places of Business; Locations of Collateral.** Borrower is a corporation incorporated and in good standing under the laws of the state of its incorporation. The address set forth in this Agreement under Borrower's signature is Borrower's chief executive office. Other than the chief executive office, the Collateral is located at the address(es) set forth on **Exhibit A**.

(c) **Title to Collateral; Permitted Liens.** Borrower is now, and will (except as permitted by this Agreement) at all times in the future be, the sole owner of all the Collateral other than items identified as non-owned Collateral in **Exhibit A**). The Collateral now is and will remain free and clear of any and all liens, security interests, encumbrances and adverse claims, except for (i) purchase money security interests in specific items of Equipment; (ii) leases of specific items of Equipment; (iii) liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings, provided the same have no priority over any of Lenders' security interests; (iv) liens of materialmen, mechanics, warehousemen, carriers, or other similar liens arising in the ordinary course of business and securing obligations that are not delinquent; (v) those liens set forth **Exhibit A** and (vi) liens arising under or related to this Agreement or with the consent of Lender.

(d) **Financial Condition, Statements and Reports.** The financial statements provided to Lender by Borrower have been prepared in accordance with generally accepted accounting principles, consistently applied ("GAAP"), except for the absence of footnotes. All financial statements now or in the future delivered to Lenders will fairly reflect the financial condition of Borrower, at the times and for the periods therein stated. Between the last date covered by any such statement provided to Lender and the date hereof, there has been no circumstance that constitutes or gives rise to a Material Adverse Effect.

(e) **Tax Returns and Payments.** Borrower has timely filed, and will timely file, all tax returns and reports required by applicable law, and Borrower has timely paid, and will timely pay or contest in good faith (with adequate reserves), all applicable taxes, assessments, deposits and contributions now or in the future owed by Borrower.

(f) **Compliance with Law.** Borrower has complied, and will comply, in all material respects, with all provisions of all applicable laws and regulations.

(g) **Information.** All written information provided to Lender by or on behalf of Borrower on or prior to the date of this Agreement is, taken as a whole, in all material respects true and correct and in all material respects not misleading at the time made.

(h) **Litigation.** Except as disclosed on **Exhibit A**, there is no claim or litigation pending or (to best of Borrower's knowledge) threatened against Borrower. Borrower will promptly inform Lenders in writing of any claim or litigation in the future which, either separately or in the aggregate.

(i) **Subsidiaries.** Except as disclosed on **Exhibit A**, Borrower has no wholly-owned or partially owned subsidiaries and **Exhibit A** sets forth all loans by Borrower to, and all investments by Borrower in, any person, entity, corporation partnership or joint venture.

(j) **Deposit and Investment Accounts.** Borrower maintains only the operating, savings, deposit, securities and investment accounts listed on **Exhibit A**.

(k) **Reports.** Borrower will provide to Lenders in form and substance acceptable to Lender (i) monthly unaudited financial statements, prepared in accordance with GAAP without footnotes, consistently applied, within forty-five (45) days after the last day of each month; (ii) as soon as available, but in any event within 90 days after the last day of Borrower's fiscal year, financial statements reviewed by Borrower's certified public accountant in form and substance satisfactory to Lender, prepared in accordance with GAAP; (iii) within 30 days after the last day of each month, aged listings of accounts receivable and accounts payable, certified by an officer of Borrower; and (iv) upon request, such other information relating to Borrower's operations and condition, including information on the status of any acquisitions or equity investments, as Lenders may reasonably request from time to time. Lender shall have the right to review and copy Borrower's books and records and audit and inspect the Collateral, from time to time, upon reasonable notice to Borrower. Lender or its officers, employees, or agents shall have a right to visit Borrower's premises and interview Borrower's officers at Borrower's expense.

(l) Borrower shall maintain EBITDA income of at least \$1.00 for the quarter ended December 31, 2008 and for each calendar quarter thereafter.

(m) **Insurance.** Borrower will maintain insurance on the Collateral and Borrower's business, in amounts and of a type that are customary to businesses similar to Borrower's, and Lenders will be named in a lenders' loss payable endorsement in favor of Lenders, in form reasonably acceptable to Lender.

6. Negative Covenants. Without the prior written consent of Lender, Borrower shall not do any of the following: (i) permit or suffer a merger, change of control, or acquisition of all or substantially all of Borrower's assets other than in a transaction, the terms of which provide for immediate payment of all amounts outstanding under this Agreement; (ii) acquire any assets outside the ordinary course of business; (iii) sell, lease, license, encumber or transfer any of its property except for sales in the ordinary course of business (in which case Lenders retains a security interest in the proceeds of such disposition); (iv) pay or declare any dividends on Borrower's stock; (v) redeem, purchase or otherwise acquire, any of Borrower's stock, except for stock from terminated employees or contractors, to the extent required or permitted under any employment or contractor agreements; (vi) make any investments in, or loans or advances to, any person, including without limitation any investments in, or downstreaming of funds to, any subsidiary or affiliate of Borrower; (vii) incur any indebtedness, other than trade debt incurred in the ordinary course of business; (viii) make any payment on any of Borrower's indebtedness that is subordinate to the Obligations, other than in accordance with the subordination agreement, if any, in favor of Lender relating thereto; (ix) make any deposits or investments into any investment or depository accounts unless they are subject to an account control agreement acceptable to Lender, or (x) agree to do any of the foregoing.

7. Events of Default. Any one or more of the following shall constitute an Event of Default under this Agreement:

(a) Borrower shall fail to pay any principal of or interest on any Loans or any other monetary Obligations within ten days after the date due; or

(b) Borrower shall fail to comply with any other provision of this Agreement; or

(c) Any warranty, representation, statement, report or certificate made or delivered to a Lender by Borrower or on Borrower's behalf shall be untrue or misleading in a material respect as of the date given when made; or

(d) A default or event of default shall occur under any agreement to which Borrower is a party or by which it is bound (i) resulting in a right by the other party or parties, whether or not exercised, to accelerate the maturity of any indebtedness or (ii) that results in a Material Adverse Effect, as defined below; or

(e) Any portion of Borrower's assets is attached, seized or levied upon, or a judgment for more than \$50,000 is awarded against Borrower and is not stayed within ten days; or

(f) Dissolution, termination of existence of Borrower; or appointment of a receiver, trustee or custodian, for all or any material part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding by or against Borrower under any reorganization, bankruptcy, insolvency, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, now or in the future in effect (except that, in the case of a proceeding commenced against Borrower, Borrower shall have 60 days after the date such proceeding was commenced to have it dismissed, provided no Lender shall have an obligation to make any Advances during such period); or

(g) The occurrence of a "Material Adverse Effect", which shall mean (i) a material adverse change in the business, prospects, operations, results of operations, assets, liabilities or financial or other condition of Borrower, (ii) the material impairment of Borrower's ability to perform its Obligations or of a Lender's ability to enforce the Obligations or realize upon the Collateral, or (iii) a material adverse change in the value of the Collateral.

8. Remedies.

(a) **Remedies.** Upon the occurrence and during the continuance of any Event of Default, either Lender, at its option, may do any one or more of the following: (a) Accelerate and declare the Obligations to be immediately due, payable, and performable; (b) Take possession of any or all of the Collateral wherever it may be found, and for that purpose Borrower hereby authorizes each Lender to enter Borrower's premises without interference to search for, take possession of, keep, store, or remove any of the Collateral, and remain on the premises or cause a custodian to remain on the premises in exclusive control thereof, without charge by Borrower for so long as such Lender reasonably deems it necessary in order to complete the enforcement of its rights under this Agreement or any other agreement; provided, however, that should Lender seek to take possession of any of the Collateral by Court process, Borrower hereby waives: (i) any bond and any surety or security relating thereto; (ii) any demand for possession prior to the commencement of any suit or action to recover possession thereof; and (iii) any requirement that Lender retain possession of, and not dispose of, any such Collateral until after trial or final judgment; (c) Require Borrower to assemble any or all of the Collateral and make it available to Lenders at places designated by Lenders; (d) Complete the processing of any Collateral prior to a disposition thereof and, for such purpose and for the purpose of removal, Lender shall have the right to use Borrower's premises, equipment and all other property without charge by Borrower; (e) Collect and dispose of and realize upon any investment property, including withdrawal of any and all funds from any deposit or securities accounts; (f) Dispose of any of the Collateral, at one or more public or private sales, in lots or in bulk, for cash, exchange or other property, or on credit, and to adjourn any such sale from time to time without notice other than oral announcement at the time scheduled for sale; and (g) Demand payment of, and collect any accounts, general intangibles or other Collateral and, in connection therewith, Borrower irrevocably authorizes each Lender to endorse or sign Borrower's name on all collections, receipts, instruments and other documents, and, in Lender's good faith business judgment, to grant extensions of time to pay, compromise claims and settle accounts, general intangibles and the like for less than face value; Borrower grants each Lender a license, exercisable from and after an Event of Default has occurred, to use and copy any trademarks, service marks and other intellectual property in which Borrower has an interest to effect

any of the foregoing remedies. All reasonable attorneys' fees, expenses, costs, liabilities and obligations incurred by a Lender with respect to the foregoing shall be added to and become part of the Obligations, and shall be due on demand.

(b) Application of Proceeds. All proceeds realized as the result of any sale or other disposition of the Collateral shall be applied by Lenders first to the reasonable costs, expenses, liabilities, obligations and attorneys' fees incurred by a Lender in the exercise of any rights under this Agreement, second to any fees and Obligations other than interest and principal, pro rata to each Lender, third to the interest due upon any of the Obligations, pro rata to each Lender, and fourth to the principal of the Obligations, pro rata to each Lender, in such order as Lenders shall determine in its sole discretion. Any surplus shall be paid to Borrower or other persons legally entitled thereto; Borrower shall remain liable to Lenders for any deficiency.

(c) Remedies Cumulative. In addition to the rights and remedies set forth in this Agreement, each Lender shall have all the other rights and remedies accorded a secured party under the California Uniform Commercial Code and under all other applicable laws, and under any other instrument or agreement now or in the future entered into between a Lender and Borrower, and all of such rights and remedies are cumulative and none is exclusive. Exercise or partial exercise of one or more of its rights or remedies shall not be deemed an election, nor bar a Lender from subsequent exercise or partial exercise of any other rights or remedies. The failure or delay of a Lender to exercise any rights or remedies shall not operate as a waiver thereof, but all rights and remedies shall continue in full force and effect until all of the Obligations have been fully paid and performed.

(d) Power of Attorney. After the occurrence and during the continuance of an Event of Default, Borrower irrevocably appoints each Lender (and any of such Lender's designated employees or agents) as Borrower's true and lawful attorney in fact to: endorse Borrower's name on any checks or other forms of payment that constitutes Collateral; make, settle and adjust all claims under and decisions with respect to Borrower's policies of insurance that constitutes Collateral; settle and adjust disputes and claims respecting accounts, general intangibles and other Collateral; execute and deliver all notices, instruments and agreements in connection with the perfection of the security interest granted in this Agreement; sell, lease or otherwise dispose of all or any part of the Collateral; and take any other action or sign any other documents required to be taken or signed by Borrower, or reasonably necessary to enforce the rights or remedies or otherwise carry out the purposes of this Agreement. The appointment of each Lender as Borrower's attorney in fact, and each of such Lender's rights and powers, being coupled with an interest, are irrevocable until all Obligations owing to Lenders have been paid and performed in full.

9. Waivers. The failure of a Lender at any time or times to require Borrower to strictly comply with any of the provisions of this Agreement or any other present or future agreement between Borrower and a Lender shall not waive or diminish any right of a Lender later to demand and receive strict compliance therewith. Any waiver of any default shall not waive or affect any other default, whether prior or subsequent, and whether or not similar. None of the provisions of this Agreement or any other agreement shall be deemed to have been waived except by a specific written waiver signed by an authorized officer of a Lender. Borrower waives demand, protest, notice of protest and notice of default or dishonor, notice of payment and nonpayment, release, compromise, settlement, extension or renewal of any commercial paper, instrument, account, general intangible, document or guaranty at any time held by a Lender on which Borrower is or may in any way be liable, and notice of any action taken by a Lender, unless expressly required by this Agreement.

10. Indemnity. Borrower shall indemnify each Lender for any costs or liabilities, including reasonable attorneys' fees, incurred by such Lender in connection with this Agreement.

11. Confidentiality. In handling any confidential non-public information provided to a Lender by Borrower, such Lender shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of the same, except that disclosure of such information may be made (i) to subsidiaries or affiliates of such Lender in connection with their present or prospective business relations with Borrower, (ii) to prospective transferees or purchasers of any interest in the Obligations, provided that they have entered into a comparable confidentiality agreement with respect thereto, (iii) as required by law, regulations, rule or order, subpoena, judicial order or similar order, (iv) as may be required in connection with the examination, audit or similar investigation of Lender, and (v) as Lender may deem appropriate in connection with the exercise of any remedies hereunder. Confidential information shall not include information that either: (a) is in

the public domain, or becomes part of the public domain, after disclosure to a Lender through no fault of such Lender; or (b) is disclosed to a Lender by a third party, provided such Lender does not have actual knowledge that such third party is prohibited from disclosing such information.

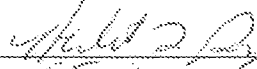
12. Governing Law; Jurisdiction; Venue. This Agreement and all acts and transactions hereunder and all rights and obligations of Lenders and Borrower shall be governed by the internal laws (and not the conflict of laws rules) of the State of California. Subject to Section 12, all actions and proceedings relating directly or indirectly to this Agreement shall be litigated in courts located in Santa Clara County, California, each party consents to the jurisdiction and venue of any such court and consents to service of process in any such action or proceeding by personal delivery or any other method permitted by law, and waives any and all rights Borrower may have to object to the jurisdiction of any such court, or to transfer or change the venue of any such action or proceeding.

13. MUTUAL WAIVER OF JURY TRIAL; JUDICIAL REFERENCE. BORROWER AND LENDER WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO, THIS AGREEMENT OR ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN EITHER LENDER AND BORROWER, OR ANY CONDUCT, ACTS OR OMISSIONS OF BORROWER OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH A LENDER OR BORROWER, IN ALL OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. IF THIS JURY WAIVER IS FOR ANY REASON UNENFORCEABLE, THE PARTIES AGREE TO RESOLVE ALL CLAIMS, CAUSES AND DISPUTES THROUGH JUDICIAL REFERENCE PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 638 ET SEQ BEFORE A MUTUALLY ACCEPTABLE REFEREE SITTING WITHOUT A JURY OR, IF NO AGREEMENT ON THE REFEREE IS REACHED, BEFORE A REFEREE SELECTED BY THE PRESIDING JUDGE OF THE CALIFORNIA SUPERIOR COURT FOR SANTA CLARA COUNTY. THIS PROVISION SHALL NOT RESTRICT A PARTY FROM EXERCISING NONJUDICIAL REMEDIES UNDER THE CODE.

14. General. This Agreement and such other written agreements, documents and instruments as may be executed in connection herewith are the final, entire and complete agreement between Borrower and each Lender and supersede all prior and contemporaneous negotiations and oral representations and agreements, all of which are merged and integrated in this Agreement. There are no oral understandings, representations or agreements between the parties which are not set forth in this Agreement or in other written agreements signed by the parties in connection herewith. The terms and provisions of this Agreement may not be waived or amended, except in a writing executed by Borrower and a duly authorized officer of each Lender. A Lender may assign all or any part of its interest in this Agreement and the Obligations to any person or entity, or grant a participation in, or security interest in, any interest in this Agreement, with notice to, but without consent of, Borrower. Borrower may not assign any rights under or interest in this Agreement without Lenders' prior written consent. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement. Upon termination of this Agreement and repayment of all amounts outstanding, Lenders will terminate their security interests at Borrower's expense.

15. Publicity. Borrower authorizes each Lender to use Borrower's tradenames and logos in such Lender's marketing materials in respect of the transactions evidenced by this Agreement, and shall provide Lender camera-ready artwork upon their request.

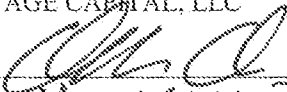
AMERICAN TRANSPORTATION EXCHANGE, INC.

By: 
Title: CEO

Address for notices:

American Transportation Exchange, Inc.
5000 Birch Street, Suite 8000
Newport Beach, CA 92660-2158
Attn: Chief Executive Officer
Fax: 949-833-0500

MONTAGE CAPITAL, LLC

By: 
Title: MANAGING PARTNER

Address for notices:

Montage Capital, LLC
5201 Great American Parkway, Suite 320
Santa Clara, CA 95054
Attn: Damon Doe
Fax: 408-562-5745

EXHIBIT A

Places of Business and Locations of Collateral (Section 3(b)):

5000 Birch Street, Suite 8000, Newport Beach, CA 92660

Permitted Liens (Section 3(c))

None

Litigation (Section 3(h)):

Arbitration with Vought Aircraft Industries

Subsidiaries and partnerships and joint ventures (Section 3(i)):

None

Accounts (Section 3(j))

City National Bank

18111 Von Karman Ave, Suite 110

Irvine, CA 92612

Merrill Lynch

4695 MacArthur Court, Suite 1600

Newport Beach, CA 92660

Wells Fargo – Celtic Clearing Account

Bank of America

500 Newport Center Drive,

Suite 191

Newport Beach, CA 92660

Exhibit A/Trademarks

MARK	COUNTRY	FILED	SERIAL #	REG. DATE	REG. #	CLASS	STATUS
INTELLISHIP	United States	11/19/03	76560887	9/13/05	2993701	42	Registered
HALO	United States	11/19/03	76560888	8/16/05	2984566	42	Registered
AMTREX	United States	11/19/03	76560899	7/12/05	2965848	35, 42	Registered