

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Patent, Trademark and Copyright Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pittsburgh Logistics Systems, Inc.		12/28/2009	CORPORATION: PENNSYLVANIA
eflatbed.com, inc.		12/28/2009	CORPORATION: PENNSYLVANIA
Quadrivius Technology Solutions, Inc.		12/28/2009	CORPORATION: PENNSYLVANIA
Quadrivius Holdings, Inc.		12/28/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	249 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2024885	PITTSBURGH LOGISTICS SYSTEMS, INC.
Registration Number:	2549400	E
Registration Number:	2555250	E
Registration Number:	2485096	E EFLATBED.COM
Registration Number:	2593804	E EFLATBED.COM
Registration Number:	2406209	EFLATBED.COM
Registration Number:	2473711	EFLATBED.COM
Registration Number:	2417418	PLS INTERNATIONAL, INC.
Registration Number:	3387978	FREIGHT SOLUTIONS PITTSBURGH LOGISTICS SYSTEMS, INC.
Registration Number:	3551118	PLS

CH \$415.00 2024885

Registration Number:	3562134	PLS FREIGHT SOLUTIONS
Registration Number:	3554872	
Registration Number:	3562135	PLS FREIGHT SOLUTIONS
Registration Number:	3561981	PLS LOGISTICS SERVICES
Registration Number:	3561984	PLS LOGISTICS SERVICES
Registration Number:	3561983	PLS LOGISTICS SERVICES

CORRESPONDENCE DATA

Fax Number: (412)562-1041
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-562-1637
Email: vicki.cremonese@bipc.com
Correspondent Name: Michael L. Dever
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0072848-000002
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	10/04/2010

Total Attachments: 13
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AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of December 28, 2009, is entered into by and between **PITTSBURGH LOGISTICS SYSTEMS, INC.**, a Pennsylvania corporation, **EFLATBED.COM, INC.**, a Pennsylvania corporation, and **QUADRIVIUS TECHNOLOGY SOLUTIONS, INC.**, a Pennsylvania corporation, as Borrowers and **QUADRIVIUS HOLDINGS, INC.**, a Delaware corporation, as Guarantor (each of the Borrowers and Guarantor a "Pledgor" and collectively, the "Pledgors") and **PNC BANK, NATIONAL ASSOCIATION** as successor to National City Business Credit, Inc., as Agent for the Lenders referred to below (the "Agent").

WHEREAS, pursuant to that certain Second Amendment to Credit and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Loan Agreement") of even date herewith by and among, *inter alia*, the Pledgors, the Lenders, the Agent, and the Issuer (all as defined in the Loan Agreement), the Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Pledgors, and the Pledgors have agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Loan Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Debt" shall mean and include the following: (i) the Obligations, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every Pledgor to the Agent, the Lenders, or any of their respective Affiliates, now existing or hereafter incurred under the Loan Agreement, the Notes or any of the Other Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to any Borrower or any Guarantor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding,

and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Agreement or the Other Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Agreement or the Other Documents or are made in circumstances in which any condition to extension of credit is not satisfied); and (ii) all indebtedness, loans, obligations, expenses and liabilities of each and every Pledgor to the Agent or any of the Lenders, or any of their respective Affiliates, arising out of any Hedging Contract pursuant to the Loan Agreement.

(c) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and registered copyrights, whether now owned or hereafter acquired by such Pledgor, including, without limitation, those that are registered as listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants and conveys a security interest to the Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally covenants and warrants that:

(a) the Patents, Trademarks and Copyrights listed on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to such Pledgors' knowledge, each of the Patents, Trademarks and Copyrights listed on Schedule A is valid and enforceable;

(c) except as otherwise listed on Schedule B hereto, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights listed on Schedule A, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by the Pledgor not to sue third persons;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) except as otherwise listed on Schedule B hereto, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and

Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(g) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Agent;

(h) such Pledgor will not change its name without providing thirty (30) days prior written notice the Agent; and

(i) such Pledgor shall preserve its corporate existence and except as permitted by the Loan Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not the Pledgor, or (ii) sell all or substantially all of its assets.

4. Each of the obligations of each Pledgor under this Agreement is joint and several.

5. Each Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Agent's consent to (i) suppliers and customers to facilitate the manufacture and use of the Pledgor's products and (ii) Affiliates of any Pledgor.

6. If, before the Debt shall have been indefeasibly satisfied in full, the commitments to make Revolving Advances have terminated, and all Letters of Credit have terminated, any Pledgor shall own any new trademarks, any newly registered copyrights or any newly patented inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Agent prompt notice thereof in writing. Each Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. The Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest that the Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses

for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which such Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of such Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent, as the Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Pledgor; (ii) the Agent herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) the Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Agent and the Lenders. The Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Agent and the Lenders.

9. At such time as the Debt shall have indefeasibly paid in full, all the Letters of Credit have expired, and the commitments to make Revolving Advances shall have terminated, this Agreement shall terminate and the Agent shall execute and deliver to each Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in such Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors, jointly and severally, within fifteen (15) days of demand by the Agent, and if not paid within such time, shall

be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full, all of the Letters of Credit have expired, and the commitments to make Revolving Advances shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all of its rights in patent applications and patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by such Pledgor. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Agent, such consent not to be unreasonably withheld.

12. Each Pledgor shall have the right, upon the prior written notice to the Agent, to bring suit, action or other proceeding in its own name, and to join the Agent, if necessary, as a party to such suit so long as the Agent Lenders is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement or Other Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however,

that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

19. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Pennsylvania state or federal court sitting in Pittsburgh, Pennsylvania, in any action or proceeding arising out of or relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 15.8 of the Loan Agreement.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the Loan Agreement and the Other Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

24. This Agreement amends and restates that certain Patent, Trademark and Security Agreement dated July 16, 2008 by and between Pittsburgh Logistics Systems, Inc., eflatbed.com, inc., Quadrivius Holdings, Inc and National City Business Credit, Inc. (the "Original

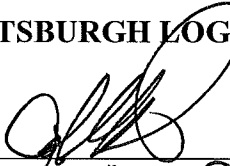
Agreement"). This Agreement is not intended to constitute, and does not constitute, an interruption, suspension of continuity, discharge of prior duties, termination, novation or satisfaction of the obligations or liabilities represented by the Original Agreement. This Agreement is entitled to all of the rights and benefits originally pertaining to the Original Agreement and such rights as such rights and benefits may have been amended as provided in the Loan Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]


[SIGNATURE PAGE 1 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

N WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective officers thereunto duly authorized, as of the date first above written.

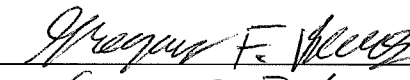
PITTSBURGH LOGISTICS SYSTEMS, INC.

By: 
Name: John Gallardo
Title: President & CEO

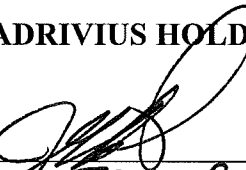
eflatbed.com, inc.

By: 
Name: John Gallardo
Title: President & CEO

**QUADRIVIUS TECHNOLOGY SOLUTIONS,
INC.**

By: 
Name: Gregory E. Vancus
Title: Chairman

QUADRIVIUS HOLDINGS, INC.

By: 
Name: John Gallardo
Title: President & CEO

**[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

**PNC BANK, NATIONAL ASSOCIATION as
Agent**


By: _____

Name: _____

Title: _____

[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION as
Agent

By: 
Name: Michael E Heave
Title: VP

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

Trademark Registrations

Pledgor:	Date:	Reg. No.:	Mark:
Pittsburgh Logistics Systems, Inc.	12/24/96	2,024,885	Pittsburgh Logistics Systems, Inc.
eflatbed.com, inc.	03/19/02	2,549,400	eflatbed.com, inc. (stylized)
eflatbed.com, inc.	04/02/02	2,555,250	eflatbed.com, inc. (stylized)
eflatbed.com, inc.	09/04/01	2,485,096	eflatbed.com (stylized)
eflatbed.com, inc.	07/06/02	2,593,804	eflatbed.com (stylized)
eflatbed.com, inc.	11/21/00	2,406,209	eflatbed.com
eflatbed.com, inc.	07/31/01	2,473,711	eflatbed.com
Pittsburgh Logistics Systems, Inc.	01/02/01	2,417,418	PLS International, Inc. (stylized)
Pittsburgh Logistics Systems, Inc.	02/26/08	3,387,978	Freight Solutions Pittsburgh Logistics Systems, Inc. and Design
Pittsburgh Logistics Systems, Inc.		3,551,118	PLS
Pittsburgh Logistics Systems, Inc.		3,562,134	PLS FREIGHT SOLUTIONS
Pittsburgh Logistics Systems, Inc.		3,554,872	diamond design with a black background and three curved white lines extending from one side of the diamond to an opposite apex.
Pittsburgh Logistics Systems, Inc.		3,562,135	PLS FREIGHT SOLUTIONS and Design
Pittsburgh Logistics Systems, Inc.		3,561,981	PLS LOGISTICS SERVICES (stylized)
Pittsburgh Logistics Systems, Inc.		3,561,984	PLS LOGISTICS SERVICES and Design
Pittsburgh Logistics Systems, Inc.		3,561,983	PLS LOGISTICS SERVICES and Design

Trademark Applications

Pledgor:	Date:	Serial. No.:	Mark:
Pittsburgh Logistics Systems, Inc.		77/289,654	PLS FREIGHT SOLUTIONS and Design

Patents None.

Copyrights None.

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED ENCUMBRANCES**

None.