

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
Genco Distribution System, Inc.		10/22/2010	CORPORATION: PENNSYLVANIA
Genco Holdings, Inc.		10/22/2010	CORPORATION: NEVADA
Genco I, Inc.		10/22/2010	CORPORATION: DELAWARE
CDS-Nevada, Inc.		10/22/2010	CORPORATION: NEVADA
Genco Transportation Management LLC		10/22/2010	LIMITED LIABILITY COMPANY: WISCONSIN
Genco Infrastructure Solutions, Inc.		10/22/2010	CORPORATION: DELAWARE
Genco Acquisition, LLC		10/22/2010	LIMITED LIABILITY COMPANY: NEVADA
JV 85-3, LLC		10/22/2010	LIMITED LIABILITY COMPANY: NEVADA
Genco Marketplace, Inc.		10/22/2010	CORPORATION: PENNSYLVANIA
Capital Returns, Inc.		10/22/2010	CORPORATION: WISCONSIN
ATC Technology Corporation		10/22/2010	CORPORATION: DELAWARE
ATC Logistics & Electronics, Inc.		10/22/2010	CORPORATION: DELAWARE
ATC Drivetrain, Inc.		10/22/2010	CORPORATION: DELAWARE
ATC Custom Services, Inc.		10/22/2010	CORPORATION: DELAWARE
ATC Information Services, Inc.		10/22/2010	CORPORATION: DELAWARE
ATC Logistics Tennessee, Inc.		10/22/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	1525 West W.T. Harris Blvd.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 23

900174730

TRADEMARK
REEL: 004302 FRAME: 0492

CH \$590.00 2922130

Property Type	Number	Word Mark
Registration Number:	2922130	3PLIO
Registration Number:	2920440	CARRIERIO
Registration Number:	2680956	CHANCEDEALS
Registration Number:	2500884	D-LOG
Registration Number:	3374897	G GENCO MARKETPLACE
Registration Number:	3820219	G GENCO SUPPLY CHAIN SOLUTIONS
Registration Number:	2999649	IOLOGISTICS
Registration Number:	2876678	NETWORKIO
Registration Number:	2500885	R-LOG
Registration Number:	2969063	ATC AFTERMARKET TECHNOLOGY CORP.
Registration Number:	2939046	ATC AFTERMARKET TECHNOLOGY CORP.
Registration Number:	2828963	AFTERMARKET TECHNOLOGY CORP. ATC
Registration Number:	2662147	ATC
Registration Number:	2828958	ATC
Registration Number:	2662148	ATC
Registration Number:	2662151	ATC
Registration Number:	3808574	ATC AFTERMARKET TECHNOLOGY CORP.
Registration Number:	2587977	ATC LOGISTICS
Registration Number:	3766181	ATC DRIVETRAIN
Serial Number:	78724511	ATC AFTERMARKET TECHNOLOGY CORP.
Serial Number:	78724516	ATC AFTERMARKET TECHNOLOGY CORP.
Registration Number:	3852128	ATC DRIVETRAIN
Registration Number:	3805468	ATC DRIVETRAIN

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: 0023138-004098

NAME OF SUBMITTER: Michael L. Dever

Signature:	/Michael L. Dever/
Date:	10/22/2010
Total Attachments: 16 source=wells fargo-genco security agreement#page1.tif source=wells fargo-genco security agreement#page2.tif source=wells fargo-genco security agreement#page3.tif source=wells fargo-genco security agreement#page4.tif source=wells fargo-genco security agreement#page5.tif source=wells fargo-genco security agreement#page6.tif source=wells fargo-genco security agreement#page7.tif source=wells fargo-genco security agreement#page8.tif source=wells fargo-genco security agreement#page9.tif source=wells fargo-genco security agreement#page10.tif source=wells fargo-genco security agreement#page11.tif source=wells fargo-genco security agreement#page12.tif source=wells fargo-genco security agreement#page13.tif source=wells fargo-genco security agreement#page14.tif source=wells fargo-genco security agreement#page15.tif source=wells fargo-genco security agreement#page16.tif	

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of October 22, 2010, is entered into by and among **GENCO DISTRIBUTION SYSTEM, INC.**, a Pennsylvania corporation (the "Borrower"), and **EACH OF THE OTHER PERSONS LISTED ON THE SIGNATURE PAGES HERETO** (the Borrower and the other such persons are each, a "Pledgor" and collectively, the "Pledgors"), and **WELLS FARGO BANK, N.A.**, as Administrative Agent for the Lenders referred to below (the "Administrative Agent").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Borrower, the Guarantors party thereto, the Lenders party thereto, and the Administrative Agent (all as defined in the Credit Agreement), the Administrative Agent and the Lenders have agreed to provide certain Loans and grant other financial accommodations to the Loan Parties (as defined in the Credit Agreement), and the Pledgors have agreed, among other things, to grant a security interest to the Administrative 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, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement, and (ii) the rules of construction set forth in Section 1.2 of the Credit Agreement shall apply to this 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 the Commonwealth of Pennsylvania, as amended from time to time (the "Code").

(b) "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 copyrights, whether now owned or hereafter acquired by any Pledgor, including those 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, except intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would

impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

(c) "Secured Obligations" shall mean and include all now existing and hereafter arising Obligations (as defined in the Credit Agreement) of each and every Pledgor and other Loan Party to the Administrative Agent, the Lenders, or any of their respective Affiliates under the Credit Agreement or any of the other Loan Documents, together with any extensions, renewals, replacements or refundings thereof, and all costs and expenses of enforcement and collection, including reasonable attorneys' fees, and any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Secured Obligations.

2. To secure the performance of all Secured Obligations and Payment in Full, each Pledgor hereby grants and conveys a security interest to the Administrative 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 material Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the material Patents, Trademarks and Copyrights is valid and enforceable;

(c) the Pledgors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each of the material Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons, other than Permitted Liens and other than license agreements entered into in good faith in an arm's length transaction;

(d) such Pledgor has the corporate, limited liability company, or partnership, as the case may be, power and authority to enter into this Agreement and perform its terms;

(e) 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 material 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 material Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof.

4. Each Pledgor agrees that, until Payment 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 Administrative 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 Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products and the provision of such Pledgor's services and may otherwise assign or license the Patents, Trademarks and Copyrights in an arm's length transaction entered into in good faith and in the ordinary course of business.

5. If, before Payment in Full of the Secured Obligations, any Pledgor shall own any new trademarks or any new copyrightable or patentable 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. Such Pledgor shall give the Administrative Agent notice in writing of any such future patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations, copyright applications and copyright registrations annually in connection with the delivery of the annual financial statements made pursuant to Section 7.3.2 of the Credit Agreement. The Pledgors and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations, copyright registrations or copyright applications and the provisions of this Agreement shall apply thereto.

6. The Administrative 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 Credit Agreement, those allowed by applicable 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 Administrative 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 Administrative Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and shall apply such proceeds as provided in Section 8.2.4 of the Credit Agreement. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgors 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 each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative 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 any Pledgor, which right is hereby waived and released.

7. Each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative 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 Administrative 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 term of this Agreement; provided, however, that the Administrative Agent agrees that it will not exercise any right under this power of attorney until the occurrence of an Event of Default.

8. It is contemplated by the parties hereto that there may be times when no Secured Obligations are outstanding, but notwithstanding such occurrences, this Agreement shall remain valid and shall be in full force and effect as to subsequent outstanding Secured Obligations. At such time as the Pledgors shall have Paid in Full all of the Obligations, this Agreement shall terminate and the Administrative Agent, will thereafter, upon any Pledgor's request and at such Pledgor's expense shall promptly execute and deliver to the applicable Pledgor all deeds, assignments and other instruments as may be necessary or proper to remove the Administrative Agent's security interest in the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement.

9. The Borrower shall pay all fees, costs and expenses under this Agreement, including, without limitation, the filing or recording of any documents (including all taxes in connection therewith) in appropriate public offices, 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, as set forth in Section 10.3 of the Credit Agreement.

10. Each Pledgor shall have the duty to prosecute diligently any patent applications of the material Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable. Thereafter until the Secured Obligations shall have been Paid in Full, each Pledgor shall 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 rights in patent applications and patents included in the Patents, Trademarks and Copyrights, including the payment of all maintenance fees, except where the failure to make such applications on unpatented but patentable inventions would not reasonably be expected to result in a Material Adverse Change. Any expenses incurred in connection with such an application shall be borne by the Pledgors. Except as permitted in the Credit Agreement, no Pledgor shall abandon any of the Patents, Trademarks and Copyrights without the consent of the Administrative Agent, which shall not be unreasonably withheld.

11. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name and, with the consent of the Administrative Agent, which shall not be unreasonably withheld, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any material risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder.

12. No course of dealing between the Pledgors and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan 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.

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

14. Each of the obligations of each Pledgor under this Agreement is joint and several. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue the Borrower or any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all right against each Pledgor.

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 5.

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, other than assignments and transfers permitted by Section 7.2.6 of the Credit Agreement.

18. This Agreement shall be deemed to be a contract under the Laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

19. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA SITTING IN ALLEGHENY COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE WESTERN DISTRICT OF PENNSYLVANIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH PENNSYLVANIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE ISSUING LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

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 Administrative 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 10.5 of the Credit Agreement.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the pledged Collateral in accordance with Section 7.1.6 of the Credit Agreement, (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 pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative 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.

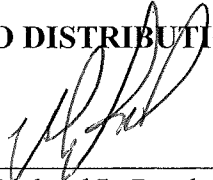
24. Upon the execution and delivery by any other Person of a Guarantor Joinder in accordance with the terms of the Credit Agreement, such Person shall become a "Pledgor" under this Agreement with the same force and effect as if such Person were originally a party hereto as a "Pledgor" hereunder. The execution and delivery of any such Guarantor Joinder shall not require the consent of any other Pledgor hereunder, and the rights and obligations of each Pledgor hereunder shall remain in full force and effect notwithstanding the addition of any new Pledgor as a party to this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

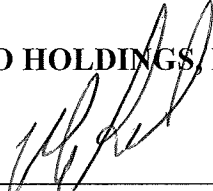
**[SIGNATURE PAGE TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

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


GENCO DISTRIBUTION SYSTEM, INC.

By: 
Name: Richard L. Roadarmel
Title: Vice President and Chief Financial Officer

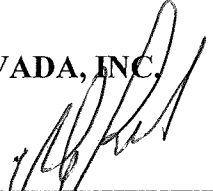
GENCO HOLDINGS, INC.

By: 
Name: Richard L. Roadarmel
Title: Vice President and Chief Financial Officer

GENCO I, INC.

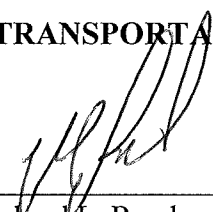
By: 
Name: Richard L. Roadarmel
Title: Vice President and Chief Financial Officer

CDS-NEVADA, INC.

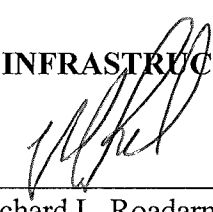
By: 
Name: Richard L. Roadarmel
Title: Vice President and CFO

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

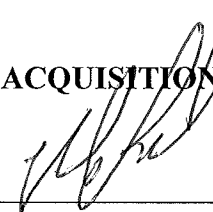
**GENCO TRANSPORTATION MANAGEMENT
LLC**

By: 
Name: Richard L. Roadarmel
Title: Secretary and CFO

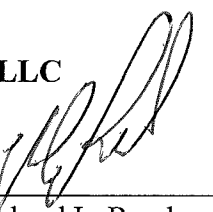
**GENCO INFRASTRUCTURE SOLUTIONS,
INC.**

By: 
Name: Richard L. Roadarmel
Title: Treasurer

GENCO ACQUISITION, LLC

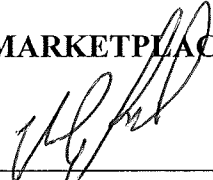
By: 
Name: Richard L. Roadarmel
Title: CFO and Secretary

JV 85-3, LLC

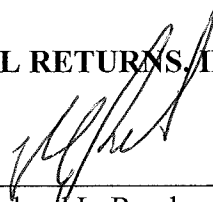
By: 
Name: Richard L. Roadarmel
Title: CFO and Secretary

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

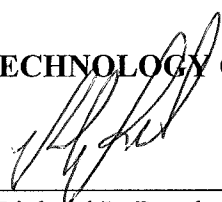
GENCO MARKETPLACE, INC.

By: 
Name: Richard L. Roadarmel
Title: Treasurer

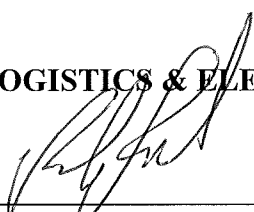
CAPITAL RETURNS, INC.

By: 
Name: Richard L. Roadarmel
Title: CFO and Vice President

ATC TECHNOLOGY CORPORATION

By: 
Name: Richard L. Roadarmel
Title: Vice President

ATC LOGISTICS & ELECTRONICS, INC.

By: 
Name: Richard L. Roadarmel
Title: Vice President

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

ATC DRIVETRAIN, INC.

By:  _____

Name: Richard L. Roadarmel

Title: Vice President

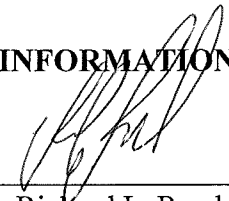
ATC CUSTOM SERVICES, INC.

By:  _____

Name: Richard L. Roadarmel

Title: Vice President

ATC INFORMATION SERVICES, INC.

By:  _____

Name: Richard L. Roadarmel

Title: Vice President

ATC LOGISTICS TENNESSEE, INC.


By:  _____

Name: Richard L. Roadarmel

Title: Vice President

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

WELLS FARGO BANK, N.A., as Administrative
Agent

By: 
Name: Joseph J. Bianchin III
Title: Vice President

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

(i) Patents

<u>Title</u>	<u>Serial No. / Patent No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Owner</u>
System and Method for Controlling and Measuring the Clamping Pressure Exerted by Clamping Trucks	Appl. No. 11/944,040	11/21/2007	Patent Application Filed 11/21/2007	Genco Holdings, Inc.
Salvage Liquidation System and a Method to Liquidate Salvage	Appl. No. 12/203,118	9/2/2008	Patent Application Filed 9/2/2008	Genco Marketplace, Inc.
MultiDimensional RF Test Fixture and Method for Securing a Wireless Device for RF Testing	Appl. No. 12613324	11/5/2009	Patent Application filed 11/5/2009	ATC Logistics & Electronics, Inc.
RF Test Fixture and Method for Securing a Wireless Device for RF Testing	Appl. No. 12613293	11/5/2009	Patent Application filed 11/5/2009	ATC Logistics & Electronics, Inc.
Systems and Methods for Modular Testing of Chargers	Appl. No. 12761003	4/15/2010	Patent Application filed 4/15/2010	ATC Logistics & Electronics, Inc.
Multi-Fixture Pneumatic Press	Appl. No. 10/400,218 US Patent No. 6,829,541 B2	3/27/03	Patent issued 12/07/04	ATC Drivetrain, Inc. (Autocraft Industries, Inc.)
Method For Disassembling a Transmission Valve Body Assembly	Appl. No. 11/215,447 U.S. Patent No. 7,712,217 B2	08/30/05	Patent issued May 11, 2010	ATC Drivetrain, Inc.
System for Improving the Refurbishing of a Transmission	Appl. No. 11/152,538 U.S. Patent No. 7,491,148 B2	06/14/05	Patent issued February 17, 2009	ATC Drivetrain, Inc. (Autocraft Industries, Inc.)

<u>Title</u>	<u>Serial No. / Patent No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Owner</u>
Apparatus and Method For Identification of Transmissions and Other Parts	Appl. No. 10/444,462 U.S. Patent No. 7,529,697 B2	05/22/03	Patent issued May 5, 2009	ATC Drivetrain, Inc.

(ii) *Trademarks*¹

<u>Mark & Class(es)</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>	<u>Classes</u>	<u>Owner</u>
3PLIO (service mark)	US Reg. No. 2,922,130	Reg. Date: 2/1/2005	Int. 35	Genco Transportation Management LLC
CarrierIO (service mark)	US Reg. No. 2,920,440	Reg. Date: 1/25/2005	Int. 35	Genco Transportation Management LLC
CHANCEDEALS (service mark)	US Reg. No. 2,680,956	Reg. Date: 1/28/2003	Int. 35	Genco Marketplace, Inc.
D-LOG (trademark)	US Reg. No. 2,500,884	Reg. Date: 10/23/2001	Int. 9	Genco Distribution System, Inc. Genco Holdings, Inc. Genco I, Inc. CDS-Nevada, Inc. J-V Midwestern Distribution, Inc.
Genco Marketplace & Design (service mark)	US Reg. No. 3,374,897	Reg. Date: 1/29/2008	Int. 35	Genco Marketplace, Inc.
Genco Supply Chain Solutions & Design (service mark)	US Reg. No. 3,820,219	Reg. Date: 7/20/2010	Int. 35	Genco Holdings, Inc.
IOGISTICS (service mark)	US Reg. No. 2,999,649	Reg. Date: 9/27/2005	Int. 35	Genco Transportation Management LLC

¹ Following the closing an application to trademark GENCO ATC will be filed by Genco Distribution System, Inc.

<u>Mark & Class(es)</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>	<u>Classes</u>	<u>Owner</u>
NetworkIO (service mark)	US Reg. No. 2,876,678	Reg. Date: 8/24/2004	Int. 35	Genco Transportation Management LLC
R-LOG (trademark)	US Reg. No. 2,500,885	Reg. Date: 10/23/2001	Int. 9	Genco Distribution System, Inc. Genco Holdings, Inc. Genco I, Inc. CDS-Nevada, Inc. J-V Midwestern Distribution, Inc.
ATC Aftermarket Technology Corp. & Design (service mark)*	US Reg. No. 2,969,063	Reg. Date: 7/19/2005	Int. 37	ATC Technology Corporation
ATC Aftermarket Technology Corp. & Design (service mark)*	US Reg. No. 2,939,046	Reg. Date: 4/12/2005	Int. 39	ATC Technology Corporation
ATC Aftermarket Technology Corp. & Design (service mark)**	US Reg. No. 2,828,963	Reg. Date: 4/6/2004	Int. 35	ATC Technology Corporation
ATC & Design (service mark)	US Reg. No. 2,662,147	Reg. Date: 12/17/2002	Int. 39	ATC Technology Corporation
ATC & Design (trademark)*	US Reg. No. 2,828,958	Reg. Date: 4/6/2004	Int. 9 and 12	ATC Technology Corporation
ATC & Design (service mark)	US Reg. No. 2,662,148	Reg. Date: 12/17/2002	Int. 35	ATC Technology Corporation
ATC & Design (service mark)	US Reg. No. 2,662,151	Reg. Date: 12/17/2002	Int. 37	ATC Technology Corporation
ATC Technology Corporation & Design (service mark)	US Reg. No. 3,808,574	Reg. Date: 6/22/2010	Int. 35	ATC Technology Corporation
ATC Logistics (trademark)	US Reg. No. 2,587,977	Reg. Date: 7/2/2002	Int. 35 and 39	ATC Logistics & Electronics, Inc.
ATC Drivetrain & Design (service mark)	US Reg. No. 3,766,181	Reg. Date: 3/30/2010	Int. 39	ATC Technology Corporation

<u>Mark & Class(es)</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>	<u>Classes</u>	<u>Owner</u>
ATC Aftermarket Technology Corp. & Design (service mark)*	US Appl. No. 78/724,511	Filing Date: 9/30/2005	Int. 37	ATC Technology Corporation
ATC Aftermarket Technology Corp. & Design (service mark)	US Appl. No. 78/724,516	Filing Date: 9/30/2005	Int. 39	ATC Technology Corporation
Last Mile Logistics and Back Again	US Appl. No. 85/068,032	Filing Date: 6/21/2010	Int. 35, 39 and 42	ATC Logistics & Electronics, Inc.
ATC Drivetrain & Design (trademark)	US Appl. No. 77/677,681	Filing Date: 2/25/2009	Int. 12	ATC Technology Corporation
ATC Drivetrain & Design (service mark)	US Reg. No. 3,852,128	Reg. Date: 9/28/2010	Int. 35	ATC Technology Corporation
ATC Drivetrain & Design (service mark)	US Reg. No. 3,805,468	Reg. Date: 6/22/2010	Int. 37	ATC Technology Corporation
SPIDR (standard character mark)	US Appl. No. 77/855,6821	Filing Date: 10/23/2009	Int. 35, 39 and 42	ATC Logistics & Electronics, Inc.

*Amended to change owner name to ATC Technology Corporation.

** Mark will be cancelled as mark is no longer used in the indicated class.

(iii) Copyrights

<u>Title of Copyright</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
Customer Database	TXu1-099-172	3/24/2003	ATC Electronics & Logistics, L.P.
Customer/Market Association Program	TXu1-099-173	3/24/2003	ATC Electronics & Logistics, L.P.
ATC Master Rebuild Kits Savings Worksheet	TX0006836612	9/17/2007	ATC Electronics & Logistics, L.P.