

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
ISG2 Technologies, Inc.		07/17/2009	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	ADS Logistics, LLC		
Street Address:	116 East 1100 North		
City:	Chesterton		
State/Country:	INDIANA		
Postal Code:	46304		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2665422	E TRANZIT	
Registration Number:	2623248	E-TRANZIT & DESIGN	
Registration Number:	2611954	LOMAS	
Registration Number:	2567070	LOMAS	
Registration Number:	2509907	LOMAS	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	15716-019		

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TRADEMARK
REEL: 004467 FRAME: 0630

NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	02/04/2011
Total Attachments: 5 source=ISG2 Technologies Security Agreement#page1.tif source=ISG2 Technologies Security Agreement#page2.tif source=ISG2 Technologies Security Agreement#page3.tif source=ISG2 Technologies Security Agreement#page4.tif source=ISG2 Technologies Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 17, 2009, is made by ISG2 TECHNOLOGIES, INC., an Indiana corporation ("Borrower"), in favor of ADS LOGISTICS, LLC, a Delaware limited liability company ("Lender").

RECITALS

WHEREAS, Borrower and Lender are parties to a Security Agreement of even date herewith, 2009 (as amended, restated, supplemented or otherwise modified from time to time in writing, the "Security Agreement"; all capitalized terms contained in this Agreement (and which are not otherwise specifically defined herein) shall have the meanings given such terms in the Security Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, to secure payment and performance in full of all of the Liabilities, Borrower has granted to Lender a security interest in and to all of Borrower's Trademark Collateral (as defined below), whether now owned or hereafter acquired or arising and wheresoever located;

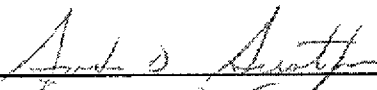
NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Security Agreement, to secure payment and performance in full of all of the Liabilities, Borrower hereby grants to Lender a right of setoff against and a continuing security interest in and to, and Borrower pledges and assigns to Lender, the following property, and interests in the following property of Borrower, whether now owned or hereafter acquired or arising and wheresoever located (collectively, the "Trademark Collateral"): (a) the trademarks, trademark applications and trademark registrations listed on Schedule A, along with all unregistered rights to such trademarks in all jurisdictions, and (i) all registrations that issue therefrom and all renewals thereof, (ii) all income, royalties, damages and payments (excluding any payments or income received by Borrower from its sale of goods or products manufactured or sold using such trademarks) now or hereafter due or payable with respect thereto, including damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (the items described in this clause (a) are, collectively, referred to herein as the "Marks"); (b) the goodwill of Borrower's business connected with and symbolized by the Marks; (c) all of Borrower's rights and obligations pursuant to its licenses and other agreements with any other Person or Persons with respect to any Marks; (d) all insurance proceeds of or relating to any of the foregoing; (e) all books and records relating to any of the foregoing; and (f) all accessions and additions to, substitutions for, and replacements, products and proceeds of any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and is subject to provisions set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will govern. Each of Borrower and Lender hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

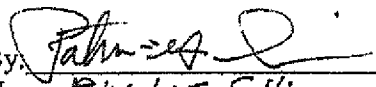
IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ISG2 TECHNOLOGIES, INC.

By: 
Name: Andrew D. Santy
Title: President

Acknowledged and agreed to:

ADS LOGISTICS, LLC

By: 
Name: Patrick G. Sullivan
Title: VP-OFU

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Patrick Sullivan personally known to me to be the VP-CFO of ADS LOGISTICS, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he signed and delivered said agreement as an officer of said company, pursuant to authority given by the Board of Directors of said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 17th day of July, 2009.

(NOTARIAL SEAL)



Cyndi Lasik
Notary Public

My Commission Expires: 6/11/13

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Cyndi Lasik personally known to me to be the President of ISG2 TECHNOLOGIES, INC., an Indiana corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of Borrower, pursuant to authority given by the board of directors of Borrower, as his/her free and voluntary act and as the free and voluntary act and deed of Borrower, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 17th day of July, 2009.

(NOTARIAL SEAL)






Cyndi Lasik
Notary Public

My Commission Expires: 6/11/13

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS (Applications and Registrations)

Country	Reg. or Appl. No.	Reg. or Appl. Date	Trademark
Canada	TMA599913	1/20/2004	E Tranzit Design: 
Mexico	874826	8/13/2007	LOMAS
Mexico	875074	8/14/2007	LOMAS
Mexico	725612	11/30/2001	E-TRANZIT
United States	2665422	12/24/2002	E Tranzit Design: 
United States	2623248	9/24/2002	E Tranzit Design: 
United States	2611954	8/27/2002	LOMAS
United States	2567070	5/7/2002	LOMAS
United States	2509907	11/20/2001	LOMAS

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