

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lacy Distribution, Inc.		03/10/2011	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	30 South Meridian Street		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46204		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3596956	PROTAPER	
Registration Number:	3694505	PROTAPER	
Registration Number:	3787729	ANSR A	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(317)684-5173		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	317-684-5362		
<b>Email:</b>	jday@boselaw.com		
<b>Correspondent Name:</b>	Jennifer L. Day, Bose McKinney & Evans		
<b>Address Line 1:</b>	111 Monument Circle		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	16185-0012		
<b>NAME OF SUBMITTER:</b>	Jennifer L. Day		

OP \$90.00 3596956

**900186208**

**TRADEMARK**  
**REEL: 004497 FRAME: 0238**

Signature:	/Jennifer L. Day/
Date:	03/14/2011
<p>Total Attachments: 17</p> <p>source=security agreement#page1.tif source=security agreement#page2.tif source=security agreement#page3.tif source=security agreement#page4.tif source=security agreement#page5.tif source=security agreement#page6.tif source=security agreement#page7.tif source=security agreement#page8.tif source=security agreement#page9.tif source=security agreement#page10.tif source=Lacy Distribution Exhibit#page1.tif source=Lacy Distribution Exhibit#page2.tif source=Lacy Distribution Exhibit#page3.tif source=Lacy Distribution Exhibit#page4.tif source=Lacy Distribution Exhibit#page5.tif source=Lacy Distribution Exhibit#page6.tif source=Lacy Distribution Exhibit#page7.tif</p>	

**SECURITY AGREEMENT  
(Multiple Use)**

1. **THE SECURITY.** The undersigned **LDI Ltd., LLC, Lacy Distribution, Inc., Lacy Diversified Industries, LLC, Ed Tucker Distributor, Inc., Tucker-Rocky Corporation, Inc., LDI Logistics, Inc., Oregon International Airfreight Co., OIA Holdings, Inc., OIA Global Logistics International, Inc., OIA Global Logistics-SCM, Inc. and OIA International SCM Co.** (collectively, the "Pledgor") hereby assign and grant to **Bank of America, N.A.**, as the Administrative Agent for all the Lenders party to the Credit Agreement (the "Agent"), a security interest in the following described property now owned or hereafter acquired by the Pledgor ("Collateral"):

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due to the Pledgor from a factor; rights to payment of money from a Lender under any Swap Contract (as defined in Paragraph 2 below); and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

(b) All inventory, including all materials, work in process and finished goods.

(c) All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Pledgor.

(d) All of the Pledgor's deposit accounts with a Lender. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.

(e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The Collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.

(f) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(g) All negotiable and nonnegotiable documents of title covering any Collateral.

(h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral, and all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral and sums due from a third party

which has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(j) All books, data and records pertaining to any Collateral, whether in the form of a writing, photograph, microfilm or electronic media, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

Notwithstanding the foregoing, the term "Collateral" shall not include the Investment Assets (as such term is defined in the Credit Agreement) until such time as the Investment Assets, other than the Excluded Investment Assets (as such term is defined in the Credit Agreement), are pledged as collateral pursuant to the terms of the Credit Agreement.

2. **THE INDEBTEDNESS.** The Collateral secures and will secure all Indebtedness of the Pledgor to the Lenders pursuant to a Credit Agreement of even date herewith among Pledgor, as Borrower, Agent, as Administrative Agent and L/C Issuer, and the other Lenders party thereto (the "Credit Agreement"). Each party obligated under any Indebtedness is referred to in this Agreement as a "Debtor." "Indebtedness" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Debtor or any one or more of them to a Lender, whether voluntary or involuntary, whether due or not due, or whether incurred directly or indirectly or acquired by the Lender by assignment or otherwise. Indebtedness shall include, without limitation, all obligations of the Debtor arising under any Swap Contract. "Swap Contract" means any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between the Debtor and a Lender.

3. **PLEDGOR'S COVENANTS.** The Pledgor represents, covenants and warrants that unless compliance is waived by the Agent in writing:

(a) Each Pledgor will execute and deliver to Agent a Perfection Certificate in the form attached hereto as Exhibit A.

(b) The Pledgor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(c) The Pledgor's chief executive office is located in the state specified in the Perfection Certificate. In addition, the Pledgor is incorporated in or organized under the laws of the state specified in the Perfection Certificate. The Pledgor shall give the Agent at least thirty (30) days notice before changing its residence or its chief executive office or state of incorporation or organization. The Pledgor will notify the Agent in writing prior to any change in the location of any Collateral, including the Books and Records.

(d) The Pledgor will notify the Agent in writing prior to any change in the Pledgor's name, identity or business structure.

(e) Unless otherwise agreed or permitted by the Credit Agreement, the Pledgor has not granted and will not grant any security interest in any of the Collateral except to the Agent, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Agent.

(f) The Pledgor will promptly notify the Agent in writing of any event which has a material adverse effect on the value of the Collateral or otherwise affects the ability of the Pledgor or the Agent to dispose of the Collateral, or the rights and remedies of the Agent in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(g) The Pledgor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect the Bank's security interest (collectively, the "Collateral Costs"). Without waiving the Pledgor's default for failure to make any such payment, the Agent at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. The Pledgor agrees to reimburse the Agent on demand for any Collateral Costs so incurred.

(h) Until the Agent exercises its rights to make collection, the Pledgor will collect all Collateral in accordance with its ordinary business practices.

(i) If any Collateral with an aggregate value in excess of Five Hundred Thousand and No/100 Dollars (\$500,000.00) is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Pledgor shall immediately deliver such document to the Agent, together with any necessary endorsements.

(j) The Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except as permitted by the Credit Agreement or with the prior written consent of the Agent; provided, however, that the Pledgor may sell inventory in the ordinary course of business.

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(k) The Pledgor will maintain and keep in force all risk insurance covering the Collateral against fire, theft, liability and extended coverages (including without limitation windstorm coverage and hurricane coverage as applicable), to the extent that any Collateral is of a type which can be so insured. Such insurance shall be in form, amounts, coverages and basis reasonably acceptable to the Agent, shall require losses to be paid on a replacement cost basis, shall be issued by insurance companies acceptable to the Agent and include a loss payable endorsement in favor of the Agent in a form acceptable to the Agent. Upon the request of the Agent, the Pledgor will deliver to the Agent a copy of each insurance policy, or, if permitted by the Agent, a certificate of insurance listing all insurance in force.

(l) The Pledgor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Pledgor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by the Agent of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to the Agent, and shall provide that the Agent has no liability to such owner, holder of any lien, or any other person.

(m) The Perfection Certificate includes a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which the Pledgor has any right, title, or interest, throughout the world. To the extent required by the Agent in its discretion, the Pledgor will promptly notify the Agent of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on the Perfection Certificate. The Pledgor authorizes the Agent, without notice to the Pledgor, to modify the Perfection Certificate to include any such Collateral.

(n) The Pledgor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service

marks and trademarks that are being sold, donated or abandoned by the Pledgor pursuant to the terms of its intellectual property management program or in the ordinary course of its business. The Pledgor will at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than the Agent and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would reasonably be expected to have a Material Adverse Effect (as defined in the Credit Agreement). The Pledgor will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of the Pledgor's business, or except with the Agent's prior written consent.

4. **ADDITIONAL OPTIONAL REQUIREMENTS.** The Pledgor agrees that the Agent may:

(a) Upon the occurrence and during the continuance of a default, require the Pledgor to deliver to the Agent (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral.

(b) Whether or not a default has occurred, require the Pledgor to deliver to the Agent any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to the Agent the proceeds of any such letters of credit.

(c) Upon the occurrence and during the continuance of a default, notify any account debtors, any buyers of the Collateral, or any other persons of the Agent's interest in the Collateral.

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5. **DEFAULTS.** Any one or more of the following shall be a default hereunder:

(a) Any Indebtedness is not paid when due, or any default occurs under the Credit Agreement, after giving effect to any applicable grace or cure periods.

(b) The Pledgor breaches any term, provision, warranty or representation under this Agreement and such breach remains uncured after any applicable cure period.

(c) The Agent fails to have an enforceable first lien (except for any prior liens permitted under the Credit Agreement or to which the Agent has consented in writing) on or security interest in the Collateral.

6. **BANK'S REMEDIES AFTER DEFAULT.** In the event and during the continuance of any default, the Agent may do any one or more of the following, to the extent permitted by law:

(a) Declare any Indebtedness immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(c) Enforce the security interest of the Agent in any deposit account of the Pledgor maintained with the Lenders by applying such account to the Indebtedness.

(d) Require the Pledgor to obtain the Agent's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.

(e) Require the Pledgor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Agent in kind.

(f) Require the Pledgor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Agent's exclusive control.

(g) Require the Pledgor to assemble the Collateral, including the Books and Records, and make them available to the Agent at a place designated by the Agent.

(h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgor's equipment, if the Agent deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgor irrevocably authorizes the Agent to endorse or sign the Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Pledgor and remove therefrom any payments and proceeds of the Collateral.

(j) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgor.

(k) Use or transfer any of the Pledgor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgor, if the Agent deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be without any additional consideration to the Pledgor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(m) Take such measures as the Agent may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints the Agent as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(n) Without notice or demand to the Pledgor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Agent or any of the Agent's or affiliates to or for the credit of the account of the Pledgor or any guarantor or endorser of the Pledgor's Indebtedness.

(o) Exercise any other remedies available to the Agent at law or in equity.

7. **CONSENT TO JURISDICTION.** To induce the Agent to accept this Agreement, the Pledgor hereby consents to the jurisdiction of any state or federal court located within Marion county, Indiana. All service of process may be made by messenger, certified mail, return receipt requested or by registered mail directed to the Pledgor at the address indicated aside its signature to this Agreement, and

the Pledgor otherwise waives personal service of any and all process made upon the Pledgor. The Pledgor waives any objection which the Pledgor may have to any proceeding commenced in a federal or state court located within Marion county, Indiana, based upon improper venue or forum non conveniens. Nothing contained in this section shall affect the right of the Agent to serve legal process in any other manner permitted by law or to bring any action or proceeding against the Pledgor or its property in the courts of any other jurisdiction.

**8. WAIVER OF JURY TRIAL/WAIVER OF CONSEQUENTIAL DAMAGES. THE PLEDGOR AND THE AGENT EACH WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS AGREEMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE PLEDGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE AGENT, THE LENDERS OR ANY OTHER PERSON INDEMNIFIED UNDER THIS AGREEMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.**

9. WAIVER OF VALUATION AND APPRAISEMENT LAWS. The Pledgor hereby waives relief from any and all valuation and appraisement laws.

10. MISCELLANEOUS.

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(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Agent to enforce any provision shall not preclude the Agent from enforcing any such provision thereafter.

(b) The Pledgor shall, at the request of the Agent, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Agent may reasonably deem necessary.

(c) All notes, security agreements, subordination agreements and other documents executed by the Pledgor or furnished to the Agent in connection with this Agreement must be in form and substance satisfactory to the Agent.

(d) This Agreement is governed by and shall be interpreted according to federal law and the laws of Indiana. If state or local law and federal law are inconsistent, or if state or local law is preempted by federal law, federal law governs. If the Agent has greater rights or remedies under federal law, whether as a national bank or otherwise, this paragraph shall not be deemed to deprive the Agent of such rights and remedies as may be available under federal law. Jurisdiction and venue for any action or proceeding to enforce this Agreement shall be the forum appropriate for such action or proceeding against the Debtor, to which jurisdiction the Pledgor irrevocably submits and to which venue the Pledgor waives to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein are used as set forth in the Uniform Commercial Code.

(g) In the event of any action by the Agent to enforce this Agreement or to protect the security interest of the Agent in the Collateral, or to take possession of, hold, preserve,



process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgor agrees to pay immediately the costs and expenses thereof, together with reasonable attorneys' fees and allocated costs for in-house legal services to the extent permitted by law.

(h) In the event the Agent seeks to take possession of any or all of the Collateral by judicial process, the Pledgor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

(i) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between the Lenders and the Pledgor shall be closed at any time, shall be equally applicable to any new transactions thereafter.


(j) The Agent's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Agent of any of the Collateral, the Agent thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but the Agent shall retain all rights and powers hereby given with respect to any of the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Pledgor.

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**11. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.**

Dated: March 10<sup>th</sup>, 2011.

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By:   
Bijon Jalaie

Title: Vice President

Address for Notices:  
Bank of America Plaza  
901 Main Street  
Mail Code: TX1-492-14-14  
Dallas, TX 75202-3714  
Attention: Keli Torres  
Telecopier: 214-290-8375

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**LDI LTD., LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_  
David N. Shane, CEO

**LACY DIVERSIFIED INDUSTRIES, LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_  
David N. Shane, CEO

**TUCKER-ROCKY CORPORATION, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Marc D. Johnson, Treasurer

**LDI LOGISTICS, INC.,**  
an Indiana corporation

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

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**LACY DISTRIBUTION, INC.,**  
an Indiana corporation

By: \_\_\_\_\_  
David N. Shane, CEO

**ED TUCKER DISTRIBUTOR, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
David N. Shane

**OREGON INTERNATIONAL AIRFREIGHT CO.,**  
an Oregon corporation

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: March 10, 2011.

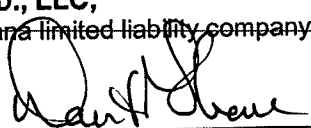
**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By: \_\_\_\_\_

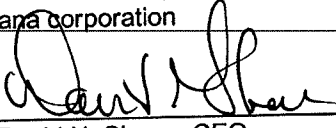
Title: \_\_\_\_\_

Address for Notices:  
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901 Main Street  
Mail Code: TX1-492-14-14  
Dallas, TX 75202-3714  
Attention: Keli Torres  
Telecopier: 214-290-8375

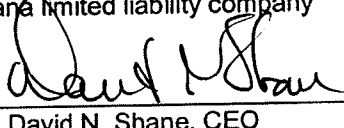
**LDI LTD., LLC,**  
an Indiana limited liability company

By:   
David N. Shane, CEO

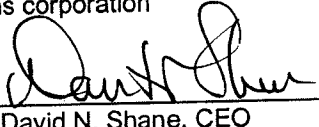
**LACY DISTRIBUTION, INC.,**  
an Indiana corporation

By:   
David N. Shane, CEO

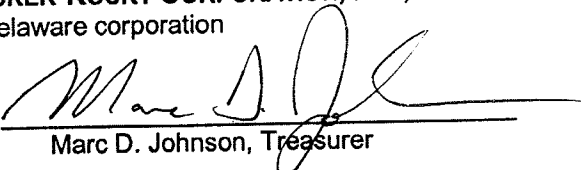
**LACY DIVERSIFIED INDUSTRIES, LLC,**  
an Indiana limited liability company

By:   
David N. Shane, CEO

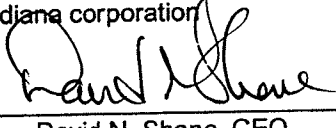
**ED TUCKER DISTRIBUTOR, INC.,**  
a Texas corporation

By:   
David N. Shane, CEO


**TUCKER-ROCKY CORPORATION, INC.,**  
a Delaware corporation

By:   
Marc D. Johnson, Treasurer

**LDI LOGISTICS, INC.,**  
an Indiana corporation

By:   
David N. Shane, CEO

**OREGON INTERNATIONAL AIRFREIGHT CO.,**  
an Oregon corporation

By:   
Michael P. Hutson, Treasurer

**OIA HOLDINGS, INC.,**  
an Oregon corporation

By: *Michael P. Hutson*  
Michael P. Hutson, Treasurer

**OIA GLOBAL LOGISTICS-SCM, INC.,**  
an Oregon corporation

By: *Michael P. Hutson*  
Michael P. Hutson, Treasurer

**OIA GLOBAL LOGISTICS INTERNATIONAL, INC.,**  
an Oregon corporation

By: *Michael P. Hutson*  
Michael P. Hutson, Treasurer





**OIA INTERNATIONAL SCM Co.,**  
an Oregon corporation




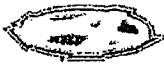




By: *Michael P. Hutson*  
Michael P. Hutson, Treasurer















Address for Notices:  
c/o LDI Ltd., LLC  
54 Monument Circle  
Indianapolis, Indiana 46204  
Attention: Gary Bilsland  
Facsimile: 317-237-2329











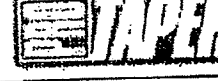
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Lacy Distribution, Inc.  
 Trademark Status Report as of February 9, 2011  
 124170













Title	Country	Case Status	Application No. Application Date	Registration No. Registration Date
ANSWER	US	Registered	74/429599 Aug-30-1993	1868002 Dec-20-1994
ANSWER	US	Registered	73/477993 Apr-30-1984	1349539 Jul-16-1985
	US	Registered	75/467458 Apr-17-1998	2277577 Sep-14-1999
	US	Registered	74/171944 Jun-03-1991	1740563 Dec-15-1992
	US	Registered	76/572662 Jan-20-2004	3101228 Jun-06-2006
	US	Registered	76/610658 Sep-07-2004	3043857 Jan-17-2006
	US	Registered	76/614014 Sep-27-2004	3124114 Aug-01-2006
	US	Registered	76/687946 Mar-21-2008	3596956 Mar-31-2009
PROTAPER	US	Registered	76/695070 Dec-30-2008	3694505 Oct-13-2009
	US	Registered	76/979044 Jan-09-2009	3787729 May-11-2010
	US	Pending		
	US	Pending		
	US	Pending		
ANSWER	Australia	Registered	668412 Aug-02-1995	668412 Jan-16-1998
ANSWER	Australia	Registered	668413 Aug-02-1995	668413 Nov-06-1996
ANSWER	European Community	Registered	97279 Apr-01-1996	000097279 Aug-10-1999









Title	Country	Case Status	Application No. Application Date	Registration No. Registration Date
	France	Registered	010175 Aug-01-1989	1641894 Aug-01-1989
ANSWER	Germany	Registered	395040485 Jan-31-1995	39504048.5 Jan-31-1995
	Germany	Registered	2062787 Mar-03-1993	2062787 Mar-06-1993
ANSWER	Italy	Registered	001233 Feb-07-1995	723572 Feb-07-1995
	Italy	Registered	22843C Jul-19-1989	1319203 Jul-19-1989
ANSWER	Japan	Registered	7-72302 Jul-18-1995	4311007 Sep-03-1999
ANSWER	Japan	Registered	7-72303 Jul-18-1995	4414483 Sep-08-2000
ANSWER	Japan	Registered	7-72304 Jul-18-1995	4030354 Jul-18-1997
ANSWER	Paraguay	Registered	17496-96 Aug-23-1996	320875 Jun-01-1998
ANSWER	Spain	Registered	1641402 Jun-07-1991	1641402 Apr-02-1992
ANSWER	Taiwan	Registered	8612024 Mar-13-1997	797769 Feb-28-1998
ANSWER	China	Registered	200203782 Feb-21-2002	812578 Feb-07-1996
ANSWER RACING	Australia	Registered	956363 Jun-04-2003	956363 Jan-12-2004
	Australia	Registered	962454 Jul-18-2003	962454 Mar-16-2004
ANSWER	Canada	Registered	1195130 Nov-05-2003	TMA637334 Apr-14-2005
	Canada	Registered	1204817 Feb-02-2004	TMA646828 Aug-29-2005
	Australia	Registered	987665 Feb-04-2004	987665 Dec-06-2004
	European Community	Registered	3647245 Feb-04-2004	003647245 Aug-15-2005
	Argentina	Registered	2509063 Apr-22-2004	2127217 Nov-15-2006













Title	Country	Case Status	Application No. Application Date	Registration No. Registration Date
	Brazil	Registered	826713882 Jul-20-2004	826713882 Mar-11-2008
	Chile	Registered	653575 Jul-16-2004	718582 Feb-28-2005
	Mexico	Registered	654491 May-03-2004	867615 Feb-22-2005
	New Zealand	Registered	711228 Apr-20-2004	711228 Jan-20-2004
	South Africa	Registered	2004/06325 Apr-23-2004	2004/06325 Jul-02-2008
	Venezuela	Registered	6168-2004 Apr-30-2004	P266173 Dec-19-2005
	Mexico	Registered	654622 May-04-2004	844519 Jul-27-2004
	Mexico	Registered	654492 May-03-2004	842710 Jul-19-2004
	Mexico	Registered	654493 May-03-2004	844517 Jul-27-2004
	Mexico	Registered	654494 May-03-2004	844518 Jul-27-2004
	Mexico	Registered	654408 Apr-30-2004	854130 Sep-30-2004
	Canada	Registered	1276987 Oct-25-2005	TMA713113 Apr-29-2008
	European Community	Registered	3962677 Jul-29-2004	003962677 Nov-22-2005
	Australia	Registered	1013578 Jul-30-2004	1013578 Apr-26-2005

Title	Country	Case Status	Application No. Application Date	Registration No. Registration Date
	New Zealand	Registered	716294 Aug-03-2004	716294 Feb-03-2005
	South Africa	Registered	2004/06326 Apr-23-2004	2004/06326 Jul-02-2008
	South Africa	Registered	2004/06327 Apr-23-2004	2004/06327 Jul-02-2008
	South Africa	Registered	2004/06328 Apr-23-2004	2004/06328 Jul-02-2008
	South Africa	Registered	2004/06329 Apr-23-2004	2004/06329 Jul-02-2008
	South Africa	Registered	2004/06330 Apr-23-2004	2004/06330 Jul-02-2008
	South Africa	Registered	2004/06331 Apr-23-2004	2004/06331 Jul-02-2008
	South Africa	Registered	2004/06332 Apr-23-2004	2004/06332 Jul-02-2008
ANSWER	New Zealand	Registered	716203 Aug-02-2004	716203 Nov-10-2005
ANSWER	Brazil	Registered	827384955 May-06-2005	827384955 Apr-29-2008
ANSWER	Argentina	Registered	2531793 Jul-29-2004	2075885 Mar-29-2006
ANSWER	Venezuela	Registered	121202004 Jul-30-2004	P267097 Feb-16-2006
ANSWER	Mexico	Registered	679267 Sep-28-2004	935320 May-29-2006
ANSWER	South Africa	Registered	2004/12548 Jul-26-2004	2004/12548 Aug-04-2008
	Brazil	Registered	826755291 Aug-02-2004	826755291 Aug-21-2007
	Argentina	Registered	2531798 Jul-29-2004	2103733 Aug-09-2006
	Chile	Registered	657163 Aug-18-2004	713525 Dec-30-2004



Title	Country	Case Status	Application No. Application Date	Registration No. Registration Date
	Venezuela	Registered	12121-2004 Jul-30-2004	P270297 Jun-19-2006
	Mexico	Registered	679264 Sep-28-2004	859053 Nov-11-2004
	South Africa	Registered	2004/12687 Jul-27-2004	2004/12687 Sep-04-2008
	Brazil	Registered	826713890 Jul-20-2004	826713890 Mar-11-2008
	Brazil	Registered	826713904 Jul-20-2004	826713904 Apr-29-2008
	Chile	Registered	653576 Jul-16-2004	715402 Jan-19-2005
	Chile	Registered	653577 Jul-16-2004	715403 Jan-19-2005
	Chile	Registered	653578 Jul-16-2004	715404 Jan-19-2005
	Chile	Registered	653579 Jul-16-2004	717206 Feb-09-2005
	Chile	Registered	653580 Jul-16-2004	715406 Jan-19-2005
	Chile	Registered	653581 Jul-16-2004	718583 Feb-28-2005
ANSWER	Argentina	Registered	2531794 Jul-29-2004	2075886 Mar-29-2006
ANSWER	Argentina	Registered	2531795 Jul-29-2004	2075887 Mar-29-2006
ANSWER	Argentina	Registered	2531796 Jul-29-2004	2075888 Mar-29-2006
ANSWER	Argentina	Registered	2531797 Jul-29-2004	2075889 Mar-29-2006
	Brazil	Registered	826755305 Aug-02-2004	826755305 Aug-21-2007

Title	Country	Case Status	Application No. Application Date	Registration No. Registration Date
	Argentina	Registered	2531799 Jul-29-2004	2078465 Apr-07-2006
	South Africa	Registered	2004/12688 Jul-27-2004	2004/12688 Oct-15-2008
	South Africa	Registered	2004/12689 Jul-27-2004	2004/12689 Sep-04-2008
ANSWER	South Africa	Registered	2004/12549 Jul-26-2004	2004/12549 Aug-04-2008
ANSWER	South Africa	Registered	2004/12550 Jul-26-2004	2004/12550 Aug-04-2008
ANSWER	South Africa	Registered	2004/12551 Jul-26-2004	2004/12551 Aug-04-2008
ANSWER	South Africa	Registered	2004/12552 Jul-26-2004	2004/12552 Sep-16-2009
ANSWER	South Africa	Registered	2004/12553 Jul-26-2004	2004/12553 Aug-04-2008
ANSWER	South Africa	Registered	2004/12554 Jul-26-2004	2004/12554 Aug-04-2008
ANSWER	South Africa	Registered	2004/12555 Jul-26-2004	2004/12555 Aug-04-2008
ANSWER	Mexico	Registered	679268 Sep-28-2004	856819 Oct-26-2004
ANSWER	Mexico	Registered	679270 Sep-28-2004	856820 Oct-26-2004
ANSWER	Mexico	Registered	679271 Sep-28-2004	856821 Oct-26-2004
	Mexico	Registered	679265 Sep-28-2004	862459 Nov-30-2004
	Mexico	Registered	679266 Sep-28-2004	859198 Nov-19-2004
ANSWER (Class 12)	Brazil	Registered	827384980 May-06-2005	827384980 Oct-23-2007
ANSWER (Class 25)	Brazil	Suspended	827385005 May-06-2005	
	Brazil	Registered	828484236 Jun-02-2006	828484236 Apr-22-2008
	Brazil	Registered	828484244 Jun-02-2006	828484244 Apr-22-2008
	Argentina	Registered	2676092 Jun-05-2006	2175516 Aug-16-2007

Title	Country	Case Status	Application No. Application Date	Registration No. Registration Date
	Argentina	Registered	2676093 Jun-05-2006	2175518 Aug-16-2007
	European Community	Registered	5120589 Jun-07-2006	005120589 Jun-08-2007
	New Zealand	Registered	749301 Jun-08-2006	749301 Dec-14-2006
	Australia	Registered	1118946 Jun-14-2006	1118946 Jan-22-2007
	Mexico	Registered	788284 Jun-13-2006	943702 Jul-21-2006
	Mexico	Registered	788285 Jun-13-2006	948595 Aug-25-2006
	Mexico	Registered	788286 Jun-13-2006	945001 Jul-26-2006
	Venezuela	Registered	18542-2006 Aug-21-2006	P284107 Apr-21-2008
	Argentina	Registered	2708063 Oct-13-2006	2197027 Nov-21-2007
	Venezuela	Registered	24077-2006 Oct-20-2006	not yet available Jun-23-2008
	Venezuela	Registered	24078-2006 Oct-20-2006	P285542 Jun-23-2008
ANSWER RACING	Brazil	Suspended	829196412 Jun-20-2007	
	Ecuador	Oppn: Opposition filed	229540 May-19-2010	
PROTAPER	Republic of Korea	Pending	40-2010-0064735 Dec-16-2010	