

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |  |   |                                     |
|--|--|---|-------------------------------------|
| <b>SUBMISSION TYPE:</b>                |  | NEW ASSIGNMENT  |                                     |
| <b>NATURE OF CONVEYANCE:</b>           |  | Amendment No. 2 to IP Assignment and Assumption Agreement |                                     |
| <b>CONVEYING PARTY DATA</b>            |  |   |                                     |
| <b>Name</b>                            | <b>Formerly</b>  | <b>Execution Date</b>                                     | <b>Entity Type</b>                  |
| ADS Logistics, LLC                     |  | 03/22/2011  | LIMITED LIABILITY COMPANY: DELAWARE |
| May Logistics Services, Inc.           |  | 03/22/2011  | CORPORATION: CALIFORNIA             |
| Alternative Distribution Systems, Inc. |  | 03/22/2011  | CORPORATION: DELAWARE               |
| <b>RECEIVING PARTY DATA</b>            |  |   |                                     |
| <b>Name:</b>                           | ADS Logistics Co, LLC  |   |                                     |
| <b>Street Address:</b>                 | 116 E. 1100 North  |   |                                     |
| <b>City:</b>                           | Chesterton   |   |                                     |
| <b>State/Country:</b>                  | INDIANA  |   |                                     |
| <b>Postal Code:</b>                    | 46304  |   |                                     |
| <b>Entity Type:</b>                    | LIMITED LIABILITY COMPANY: DELAWARE  |   |                                     |
| <b>PROPERTY NUMBERS Total: 1</b>       |  |   |                                     |
| <b>Property Type</b>                   | <b>Number</b>  | <b>Word Mark</b>  |                                     |
| Registration Number:                   | 3717298  | ADS LOGISTICS   |                                     |
| <b>CORRESPONDENCE DATA</b>             |  |   |                                     |
| <b>Fax Number:</b>                     | (214)981-3400  |   |                                     |
|  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |   |                                     |
| <b>Phone:</b>                          | 214-981-3483   |   |                                     |
| <b>Email:</b>                          | dclark@sidley.com  |   |                                     |
| <b>Correspondent Name:</b>             | Dusan Clark, Esq.  |   |                                     |
| <b>Address Line 1:</b>                 | Sidley Austin LLP  |   |                                     |
| <b>Address Line 2:</b>                 | 717 N. Harwood St., Suite 3400   |   |                                     |
| <b>Address Line 4:</b>                 | Dallas, TEXAS 75201  |   |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>         | 20607-30260  |   |                                     |
| <b>NAME OF SUBMITTER:</b>              | Dusan Clark  |   |                                     |

**CH \$40.00 3717298**

**900187760**

**TRADEMARK**  
**REEL: 004508 FRAME: 0993**

|   |               |
|---|---------------|
| Signature:  | /Dusan Clark/ |
| Date:   | 03/29/2011    |
| Total Attachments: 5<br>source=Fully Executed IP Assignment Agreement (2)#page1.tif<br>source=Fully Executed IP Assignment Agreement (2)#page2.tif<br>source=Fully Executed IP Assignment Agreement (2)#page3.tif<br>source=Fully Executed IP Assignment Agreement (2)#page4.tif<br>source=Fully Executed IP Assignment Agreement (2)#page5.tif |               |

**AMENDMENT NO. 2 TO IP ASSIGNMENT AND ASSUMPTION AGREEMENT**

This AMENDMENT NO. 2 TO IP ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of March 22, 2011 (this “Amendment”), by and among ADS Logistics, LLC, a Delaware limited liability company (“ADS Logistics”), May Logistics Services, Inc., a California corporation (“May Logistics”), Alternative Distribution Systems, Inc., a Delaware corporation (“ADS Inc.” and together with May Logistics, the “Guarantors,” and the Guarantors together with ADS Logistics, “Assignors”), and ADS Logistics Co, LLC, a Delaware LLC (“Assignee”) that is the assignee of certain rights of General Electric Capital Corporation, a Delaware corporation (“GE Capital”), Global Leveraged Capital Credit Opportunity Fund I, a Cayman Islands exempted company (“GLC”) and Regiment Capital Special Situations Fund III, L.P., a Delaware limited partnership (“Regiment,” and together with GE Capital and GLC, the “Senior Lenders”).

WHEREAS, the Senior Lenders have assigned all of the rights and obligations under the Asset Purchase Agreement, dated as of September 15, 2009, by and among the Assignors and the Senior Lenders, as amended (the “Purchase Agreement”) to Assignee and ADS Equipment Company, LLC, a Delaware LLC; and

WHEREAS, subject to the terms and conditions of the Purchase Agreement and pursuant to the IP Assignment and Assumption Agreement dated as of October 30, 2009, by and among the Assignors and the Assignee (as amended by Amendment No. 1 to IP Assignment and Assumption Agreement, dated as of March 30, 2010, and as further amended, restated, supplemented or modified from time to time, the “IP Assignment Agreement”), Assignors transferred to Assignee the entire right, title and interest of Assignor in all Purchased Intellectual Property.

WHEREAS, the purpose of this Amendment is to clarify the scope of the Purchased Intellectual Property and to provide for recording of the IP Assignment Agreement, as amended by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

The Purchased Intellectual Property includes, without limitation, the trademarks listed on Schedule A.

Assignor further agrees that Assignee can record the IP Assignment Agreement, as amended by this Amendment, with the US Patent and Trademark Office or any similar body in any applicable foreign jurisdiction.

Capitalized terms used but not otherwise defined herein will have the meanings ascribed to them in the Purchase Agreement.

This Amendment shall be governed by, construed, performed and enforced in accordance with the laws of the State of Delaware that apply to contracts made and performed entirely therein.

No modification, waiver, amendment, discharge, change or termination of this Amendment shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, change or termination is or may be sought. No single or partial exercise of any right or power, or any abandonment of steps to enforce such right or power, shall preclude any further exercise thereof or the exercise of any other right or power. The waiver by any party hereto of a breach of any term or provision hereof shall not be construed as a waiver of any subsequent breach.

For the avoidance of doubt, the parties hereto acknowledge and agree that the terms of the Purchase Agreement shall not be amended, modified or superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

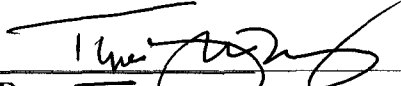
This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together constitute one instrument.

[Remainder of page intentionally left blank.]

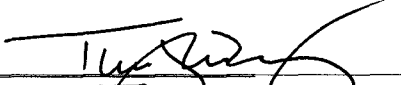
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date first above written.

ASSIGNORS:

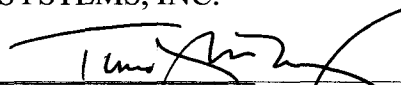
ADS LOGISTICS, LLC

  
By: TIMOTHY M. MAY  
Its: COO

MAY LOGISTICS SERVICES, INC.

  
By: TIMOTHY M. MAY  
Its: COO

ALTERNATIVE DISTRIBUTION  
SYSTEMS, INC.

  
By: TIMOTHY M. MAY  
Its: COO

ASSIGNEE:

ADS LOGISTICS CO, LLC

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

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

ASSIGNORS:

ADS LOGISTICS, LLC

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

MAY LOGISTICS SERVICES, INC.

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

ALTERNATIVE DISTRIBUTION  
SYSTEMS, INC.

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

ASSIGNEE:

ADS LOGISTICS CO, LLC

\_\_\_\_\_  
By: Timothy Coep  
Its: VP-FINANCE

**SCHEDULE A  
TRADEMARKS**

| <b>Title</b>  | <b>Where Registered</b>                         | <b>Registration Date</b> | <b>Registration Number</b> |
|---------------|---|--------------------------|----------------------------|
| ADS LOGISTICS | United States<br>Patent and<br>Trademark Office | December 1, 2009         | 3717298                    |