

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
ADS Logistics Co, LLC		03/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
ADS Equipment Company, LLC		03/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
Alternative Distribution Systems Holding Company, Inc.		03/22/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3717298	ADS LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	20607-30260		

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NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	03/29/2011
Total Attachments: 6 source=Fully Executed Trademark Security Agreement (2)#page1.tif source=Fully Executed Trademark Security Agreement (2)#page2.tif source=Fully Executed Trademark Security Agreement (2)#page3.tif source=Fully Executed Trademark Security Agreement (2)#page4.tif source=Fully Executed Trademark Security Agreement (2)#page5.tif source=Fully Executed Trademark Security Agreement (2)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuer and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 30, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrowers, Holdings, the other Credit Parties party thereto, the Lenders from time to time party thereto and GE Capital, for itself as a Lender, as L/C Issuer and as Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of October 30, 2009, in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses (as defined in the Credit Agreement) providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

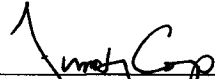
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

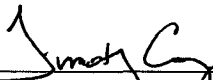
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

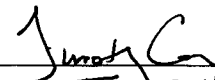
ADS LOGISTICS CO, LLC
as a Grantor

By: 
Name: TIMOTHY CORP
Title: VP - FINANCE

ADS EQUIPMENT COMPANY, LLC
as a Grantor

By: 
Name: TIMOTHY CORP
Title: VP - FINANCE

ALTERNATIVE DISTRIBUTION
SYSTEMS HOLDING COMPANY, INC.
as a Grantor

By: 
Name: TIMOTHY CORP
Title: VP - FINANCE

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ADS LOGISTICS CO, LLC
as a Grantor

By: _____

Name:

Title:

ADS EQUIPMENT COMPANY, LLC
as a Grantor

By: _____

Name:

Title:

ALTERNATIVE DISTRIBUTION
SYSTEMS HOLDING COMPANY, INC.
as a Grantor


By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: _____
Title: _____
JOHN M. STEIDLE
DULY AUTHORIZED SIGNATORY

[SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT]

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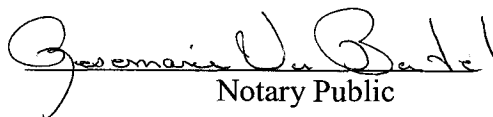
ACKNOWLEDGMENT OF GRANTOR

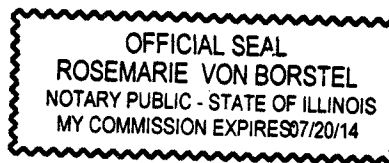
State of Illinois)

County of Cook)

ss.

On this 17 day of March, 2011 before me personally appeared Timothy Corp, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ADShogistic Co LLC who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



[SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Registered Owner	Title	Where Registered	Registration Date	Registration Number
ADS Logistics Co, LLC	ADS LOGISTICS	United States Patent and Trademark Office	December 1, 2009	3717298