

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carolina Logistics Services, L.L.C.		08/04/2011	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	1525 West W.T. Harris Boulevard
Internal Address:	MAC D1109-019
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3691376	CLS
Serial Number:	77977295	CLS
Registration Number:	3692582	CLS
Registration Number:	3732663	INVOICE-LINK
Registration Number:	3804222	INVOICE-LINK
Registration Number:	3735183	NET-LINK
Registration Number:	3800562	NET-LINK
Registration Number:	3608566	ONE TOUCH ADVANTAGE

CORRESPONDENCE DATA

Fax Number: (704)343-2300
 Phone: (704) 373-4640
 Email: bsmith@mcguirewoods.com

900202115

**TRADEMARK
 REEL: 004622 FRAME: 0862**

OP \$215.00 3691376

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Betty G. Smith
Address Line 1: McGuireWoods LLP, 201 N. Tryon St.
Address Line 2: Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2029724.0478
NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	09/14/2011

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of August 4, 2011 by and between CAROLINA LOGISTICS SERVICES, L.L.C., a North Carolina limited liability company (the "Grantor"), having its chief executive office at 2601 Pilgrim Court, Winston-Salem, North Carolina 27106, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd, MAC D1109-019, Charlotte, North Carolina 28262, for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of August 4, 2011 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Inmar, Inc., a North Carolina corporation (the "Borrower"), Inmar Holdings, Inc., a Delaware corporation ("Holdings"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Amended and Restated Collateral Agreement dated as of August 4, 2011 by and among the Borrower, Holdings, certain Subsidiaries of Holdings (including the Grantor) party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 4th day of August, 2011.

CAROLINA LOGISTICS SERVICES, L.L.C., as Grantor

By: 

Name: Drew M. Dixon

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

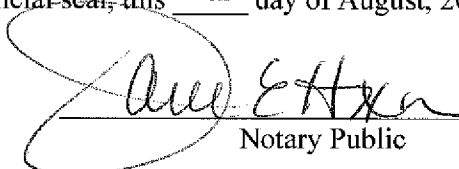
ACKNOWLEDGMENT

STATE OF North Carolina

COUNTY OF Forsyth

I, Jane E. Hixon, a Notary Public for said County and State, do hereby certify that Drew M. Dixon personally appeared before me this day and stated that he is Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary of Carolina Logistics Services, L.L.C. and acknowledged, on behalf of Carolina Logistics Services, L.L.C. the due execution of the foregoing instrument.

Witness my hand and official seal, this 4th day of August, 2011.


Notary Public


My commission expires:

JANE E. HIXON
Notary Public - North Carolina
Forsyth County
My Commission Expires September 22, 2012






[Signature Pages Continue]




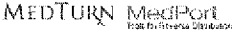

Agreed and Accepted as of the
4th day of August, 2011.


WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: R. Alan Proctor
Title: Senior Vice President

Schedule A to Trademark Security Agreement

Trademark	Registration or Serial No.	Registration or Filing Date
1 st TOUCH ADVANTAGE	3,317,887	October 23, 2007
B2BID	2,854,748	June 15, 2004
CHOICE	2,112,233	November 11, 1997
CLS	3,691,376	October 6, 2009
CLS	77/977,295	September 5, 2008
CLS and Design 	3,692,582	October 6, 2009
CLS CAROLINA LOGISTICS SERVICES and Design 	3,148,094	September 26, 2006
CLSinVOICE-LINK and Design 	3,461,172	July 8, 2008
CLS MEDTURN and Design 	3,483,005	August 12, 2008
CLSNET-LINK and Design 	3,457,231	July 1, 2008

Trademark	Registration or Serial No.	Registration or Filing Date
COUNTERACT	3,168,008	November 7, 2006
FAIR	2,112,234	November 11, 1997
I-LINK and Design 	3,380,840	February 12, 2008
I-LINK INFORMATION INTELLIGENCE INTEGRATION and Design 	3,405,518	April 1, 2008
INVOICE-LINK	3,732,663	December 29, 2009
INVOICE-LINK (Stylized) 	3,804,222	June 15, 2010
MEDTURN MEDPORT TOOLS FOR REVERSE DISTRIBUTION (Stylized) 	3,199,553	January 16, 2007
MOVING FORWARD IN REVERSE LOGISTICS	3,624,436	May 19, 2009
NET-LINK	3,735,183	January 5, 2010
NET-LINK (Stylized) 	3,800,562	June 8, 2010
ONE TOUCH ADVANTAGE	3,608,566	April 21, 2009

Trademark	Registration or Serial No.	Registration or Filing Date
RETRIEVE	2,110,728	November 4, 1997
RETURNSPRO and Design 	3,554,632	December 30, 2008
TRACE	2,110,727	November 4, 1997

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.