

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PROGRESSIVE LOGISTICS SERVICES, LLC		09/16/2011	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH THIRD BANK		
<b>Street Address:</b>	3344 Peachtree Road, NE		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	BANKING INSTITUTION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85121583	PLS PROGRESSIVE LOGISTICS SERVICES MANAGED ON-SITE LABOR	
<b>Serial Number:</b>	85121567	PLS PROGRESSIVE LOGISTICS SERVICES MANAGED ON-SITE LABOR	
<b>Serial Number:</b>	85121534	THE PROGRESSIVE EDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(678)553-2693		
<b>Phone:</b>	678-553-2692		
<b>Email:</b>	gurveys@gtlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Greenberg Traurig c/o Sheryl Gurvey		
<b>Address Line 1:</b>	3290 Northside Pkwy.		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30327		

**CH \$90.00 85121583**

ATTORNEY DOCKET NUMBER:	073080.013700
NAME OF SUBMITTER:	Sheryl Gurvey
Signature:	/Sheryl Gurvey/
Date:	09/19/2011
<b>Total Attachments: 7</b> source=Trademark Security Agreement (Capstone)#page1.tif source=Trademark Security Agreement (Capstone)#page2.tif source=Trademark Security Agreement (Capstone)#page3.tif source=Trademark Security Agreement (Capstone)#page4.tif source=Trademark Security Agreement (Capstone)#page5.tif source=Trademark Security Agreement (Capstone)#page6.tif source=Trademark Security Agreement (Capstone)#page7.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented or otherwise modified from time to time, this "*Trademark Security Agreement*"), is entered into as of September 16, 2011, by PROGRESSIVE LOGISTICS SERVICES, LLC, a Georgia limited liability company ("*Grantor*"), in favor of FIFTH THIRD BANK ("*Lender*").

### RECITALS:

A. Pursuant to that certain Senior Secured Revolving Loan Agreement dated as of the date hereof among CAPSTONE LOGISTICS, LLC, a Delaware limited liability company ("*Capstone*"), PROGRESSIVE LOGISTICS SERVICES, LLC, a Georgia limited liability company ("*Progressive*"), LMS INTELLIBOUND, LLC, a Georgia limited liability company ("*LMS*"), NATIONAL FREIGHT HANDLERS, LLC, a Michigan limited liability company ("*National Freight*"), LMS MANAGEMENT, LLC, a Georgia limited liability company ("*Management*" and together with Capstone, Progressive, LMS and National Freight, collectively, the "*Borrower*"), PLS ACQUISITION HOLDINGS, INC., a Georgia corporation ("*PLS Holdings*") and LMS INTELLIBOUND GROUP, INC., a Delaware corporation ("*LMS Holdings*") PLS Holdings and LMS Holdings each a "*Guarantor*" and collectively the "*Guarantors*", the Borrower and Guarantors each a "*Loan Party*" and collectively, the "*Loan Parties*"), and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Loan Agreement*"), Lender has agreed to make certain loans and other financial accommodations to Borrower, and Borrower has incurred certain obligations to Lender.

B. The Loan Parties have executed and delivered to Lender, a Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"), pursuant to which Grantor has granted a security interest in certain property, including, without limitation, certain of its intellectual property, to Lender to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, or if not defined therein, in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Lender a continuing first priority security interest (subject to the Intercreditor Agreement) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which by their terms do not permit the assignment thereof, but solely

to the extent that such anti-assignment provisions are effective under the Code) (collectively, the "**Trademark Collateral**"):

(a) all of its trademarks, service marks, trade names, trade styles, trade dress or other indicia of trade origin, and all applications, registrations and recordings relating to any of the foregoing, as may be filed in the United States Patent and Trademark Office, any State of the United States, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, without limitation, each registration and application for registration identified on Schedule 1 attached hereto and made a part hereof (as such schedule may be amended or supplemented from time to time) (collectively, "**Trademarks**");

(b) all rights of Grantor in all present and future agreements containing any right or license with respect to the Grantor's Trademarks or another Person's Trademarks, whether the Grantor is a licensor or a licensee under any such license agreement, and subject to the rights of any other Person who is the licensor related thereto, including without limitation, the license agreements listed on Schedule 2 attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements (collectively, "**Trademark Licenses**");

(c) all extensions, renewals, reissues, divisions, continuations and continuations-in-part of any Trademarks or Trademark Licenses;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the items described in clauses (a), (b) and (c); and

(e) all Proceeds (as such term is defined in the Code) of the foregoing.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Lien and security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Lender whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Lien and security interests granted to Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Lien and 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.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor obtains rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (in any event within 3 Business Days) notice in writing to Lender with respect to any such new Trademark, any renewal

or extension of a Trademark registration or any new Trademark License. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule 1 or Schedule 2 to include any such new Trademark or Trademark License; provided, that Lender will provide Grantor with prior written notice of such modification. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 or Schedule 2 shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on the schedules hereto.

6. **TERMINATION**. Upon the payment in full of the Obligations and termination of the Security Agreement, Lender shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

7. **COUNTERPARTS**. Any number of counterparts of this Trademark Security Agreement, including facsimiles or electronic transmissions, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

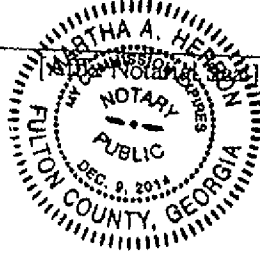
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, 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.

Sworn to and subscribed before me by  
Michael Adams, the COO of  
Progressive Logistics Services, on behalf of  
Progressive Logistics Services LLC this 14th day  
of September, 2011:

Martha A. Heron  
Notary Signature

My Commission Expires: Dec 9, 2014



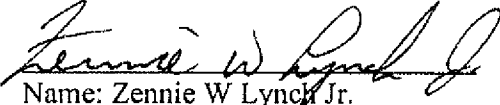
PROGRESSIVE LOGISTICS SERVICES, LLC,  
a Georgia limited liability company

By: Michael Adams  
Name: Michael Adams  
Title: Chief Operating Officer

Signature page to Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

FIFTH THIRD BANK, as Lender



By:   
Name: Zennie W Lynch Jr.  
Title: Vice President

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

None.

**TRADEMARK APPLICATIONS**

Mark	Application Number	Application Date	Status
PLS PROGRESSIVE LOGISTICS SERVICES MANAGED ON-SITE LABOR and Design 	85/121583	9/2/2010	Pending
PLS PROGRESSIVE LOGISTICS SERVICES MANAGED ON-SITE LABOR and Design 	85/121567	9/2/2010	Pending
THE PROGRESSIVE EDGE THE PROGRESSIVE EDGE	85/121534	9/2/2010	Registered -- 5/3/2011



**SCHEDULE 2**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK LICENSES**

None.