

**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>
Rogers Cartage Co.		09/23/2011	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., AS AGENT		
<b>Street Address:</b>	135 SOUTH LASALLE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	NATIONAL BANK: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2306877	ROGERS CARTAGE CO.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)269-4330		
<b>Email:</b>	akladis@jonesday.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>	Ann Kladis - Jones Day		
<b>Address Line 1:</b>	77 W WACKER		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	739326-605014		
<b>NAME OF SUBMITTER:</b>	Ann Kladis		
<b>Signature:</b>	/Ann Kladis/		
<b>Date:</b>	09/28/2011		

CH \$40.00 2306877

**Total Attachments: 5**

source=Tankstar - Trademark Securities Agreement#page1.tif

source=Tankstar - Trademark Securities Agreement#page2.tif

source=Tankstar - Trademark Securities Agreement#page3.tif

source=Tankstar - Trademark Securities Agreement#page4.tif

source=Tankstar - Trademark Securities Agreement#page5.tif

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of September 23, 2011, is made by each of the undersigned "Grantors" (each, a "Grantor" and, collectively, the "Grantors") in favor of BANK OF AMERICA, N.A., as agent (in such capacity, and including its successors and assigns in such capacity, the "Agent").

WHEREAS, the Grantors have entered into the Loan, Security and Guaranty Agreement dated as of September 23, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the Agent and the financial institutions from time to time party thereto, pursuant to which the Grantors, among other things, granted liens in substantially all of their assets to the Agent for the benefit of the Secured Parties (as defined therein).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt payment and performance of each such Grantor's Obligations, each Grantor, pursuant to the Loan Agreement, hereby grants to the Agent for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of such Grantor's right, title and interest in and to the following (the "Trademark Collateral"):

(a) the trademarks, service marks and trademark and service mark applications set forth in Schedule A hereto, together with the goodwill symbolized thereby (the "Trademarks");

(b) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Trademark Collateral of or arising from any of the foregoing.

SECTION 3. Acknowledgement. The security interests granted to the Agent herein are, in each case, granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement, shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Recordation. The Grantor authorizes and requests that the United States Commissioner for Trademarks record this Agreement.

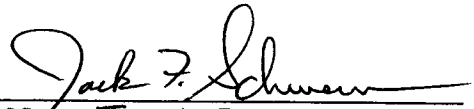
SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to conflicts of law principles.

SECTION 7. Loan Document. This Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

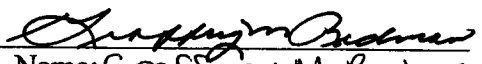
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


TANKSTAR USA, INC.,  
as a Grantor

By:   
Name: Jack F. Schwerman  
Title: President

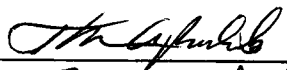
BULK LOGISTICS, INC.,  
as a Grantor

By:   
Name: Geoffrey M. Redman  
Title: President

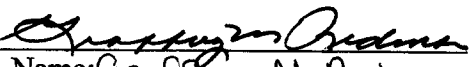
NORTH AMERICAN BULK  
TRANSPORT, INC.,  
as a Grantor

By:   
Name: Thomas A. Budnik  
Title: President

ROGERS CARTAGE CO.,  
as a Grantor

By:   
Name: Thomas A. Budnik  
Title: President

SCHWERMAN TRUCKING CO.,  
as a Grantor

By:   
Name: Geoffrey M. Redman  
Title: President

BANK OF AMERICA, N.A. as  
Agent

By:



Name: Jason Riley

Title: Senior Vice President

**Schedule A**

1. United States Trademark registrations and applications

<b>Trademark</b>	<b>Owner</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Bulk Logistics, Inc.	Bulk Logistics, Inc.	75/478, 769	5/4/1998	2312640	1/25/2000
Tankstar USA, Inc.	Tankstar USA, Inc.	75/149, 619	7/16/1996	2,406,538	11/21/2000
Rogers Cartage Co. and design	Rogers Cartage Co.	75/367, 481	10/3/1997	2,306,877	1/11/2000