

**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>
The Home Delivery Group LLC		11/09/2011	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank		
<b>Street Address:</b>	25 Park Place		
<b>Internal Address:</b>	23rd Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30303		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3456681	HDG HOME DELIVERY GROUP	
<b>Registration Number:</b>	3460537	HDG HOME DELIVERY GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)881-7777		
<b>Phone:</b>	404-881-7000		
<b>Email:</b>	betsy.perkins@alston.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>	Laura Kees		
<b>Address Line 1:</b>	1201 West Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3424		
<b>ATTORNEY DOCKET NUMBER:</b>	001833/402457		
<b>NAME OF SUBMITTER:</b>	Laura Kees		

OP \$65.00 3456681

**900206857**

**TRADEMARK  
 REEL: 004658 FRAME: 0596**

Signature:	/Laura Kees/
Date:	11/10/2011
<b>Total Attachments: 7</b> source=3PD Trademark Security Agreement#page1.tif source=3PD Trademark Security Agreement#page2.tif source=3PD Trademark Security Agreement#page3.tif source=3PD Trademark Security Agreement#page4.tif source=3PD Trademark Security Agreement#page5.tif source=3PD Trademark Security Agreement#page6.tif source=3PD Trademark Security Agreement#page7.tif	

## **TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of November 9, 2011, executed by THE HOME DELIVERY GROUP LLC, a Nevada limited liability company (the “Grantor”) in favor of SUNTRUST BANK, as collateral agent (in such capacity, the “Collateral Agent”) for LAST MILE FUNDING CORP.( “Last Mile Funding”). Capitalized terms used in this Agreement shall have the meanings set forth in the Security Agreement (as defined below) unless specifically defined herein.

### **WITNESSETH:**

**WHEREAS**, (i) 3PD, Inc. and 3PDIC, Inc. (each a “Company” and collectively the “Companies”), Last Mile Funding, AIA Limited, as agent for the Companies, Arcapita Investment Funding Limited, as agent for Last Mile Funding and SunTrust Bank, as administrative and collateral agent to Last Mile Funding are all party to that certain Working Capital Murabaha Facility Agreement dated as of May 4, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Murabaha Agreement”) pursuant to which Last Mile Funding has agreed to provide to the Companies financing and other financial accommodations through a deferred payment revolving purchase facility and (ii) the Companies, Last Mile Funding and SunTrust Bank, as collateral agent for Last Mile Funding, are party to that certain Amended and Restated Registered Lease and License Financing and Purchase Option Agreement dated as of May 4, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Lease Agreement” and together with the Murabaha Agreement, the “OpCo Agreements”; capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the OpCo Agreements, as applicable);

**WHEREAS**, Grantor has joined, pursuant to that certain Subsidiary Joinder Agreement, dated as of the date hereof, by the Grantor in favor of the Collateral Agent for the benefit of Last Mile Funding (the “Joinder”), that certain Security Agreement, dated as of May 4, 2011 (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, the “Security Agreement”), pursuant to which the Grantor has granted to the Collateral Agent a continuing security interest in, among other things, the Intellectual Property of the Grantor, including, without limitation, (a) all of the Grantor’s Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Grantor now has or hereafter acquires rights and wherever located; (b) all of the Grantor’s Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations;

**WHEREAS**, it is a condition to the entry by the Collateral Agent and Last Mile Funding into amendments dated on or about the date hereof to the OpCo Agreements that the Grantor grant to the Collateral Agent a security interest in the Property (as defined herein); and

**WHEREAS**, the Grantor desires to execute this Agreement to satisfy the conditions precedent described above.

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any agreement (written or otherwise) now or hereafter acquired by the Grantor or in which the Grantor has or acquires any right, title or interest and wherever located granting to the Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following now owned or hereafter acquired by the Grantor or in which the Grantor has or acquires any right, title or interest and wherever located: (i) : (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof or any other country or any political subdivision thereof (except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business relating thereto or symbolized thereby, (ii) all reissues, extensions or renewals thereof and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor hereby mortgages, pledges, hypothecates, sets over and conveys a security interest to the Collateral Agent, for the benefit of Last Mile Funding and does hereby grant to the Collateral Agent a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark; and

(b) each Trademark License; and

(c) all products and proceeds of, and rights associated with, the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, for breach or enforcement of any Trademark License or for any injury to the goodwill associated with the use of any such Trademark, and all rights corresponding thereto throughout the world, if any, including, without limitation, with respect to any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the grant set forth above shall not be effective as a transfer of title to the Property unless and until the

Collateral Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in the Property, and until such time, the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity and registration of, and the security interest granted in, such Property; provided, however, that the foregoing shall not impose an obligation on the Grantor to continue to use any of the Property in the Grantor's business to the extent that such Property is not necessary in the normal conduct of its business. The Grantor agrees not to sell or assign its interest in, or grant any sublicense under, the Property, except that the Grantor may license or sublicense (i) the Property not necessary for operations and (ii) the Property in the ordinary course of the Grantor's business consistent with past practices but only in a manner consistent with the preservation of the current substance, validity and registration, and the security interest granted in, such Property. Upon the exercise by the Collateral Agent of the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in the Property, the Grantor's ownership of the Property, in which a continuing security interest under this paragraph has been granted to the Collateral Agent shall be terminated.

3. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Property with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent) shall remain in full force and effect in accordance with its terms.

4. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Collateral Agent with respect to the security interest in and collateral assignment of the Property 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. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, the Collateral Agent may, in accordance with the terms of the Security Agreement, terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Collateral Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, releases and other instruments as the Grantor may reasonably request (but without recourse or warranty by the Collateral Agent) in order to evidence such termination.

6. If at any time before the termination of this Agreement in accordance with Section 5, the Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new Trademark or Trademark License. The Grantor authorizes the Collateral Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 6.

7. The Grantor further agrees that (a) the Collateral Agent shall have no obligation or responsibility to protect, defend, file, prosecute, obtain or maintain the Property and the Grantor shall, at its own expense, protect, defend, file, prosecute, obtain and maintain the same in accordance with the terms and conditions set forth in the Security Agreement and in accordance with its prudent business judgment, (b) the Grantor shall forthwith advise the Collateral Agent promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), the Collateral Agent may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse the Collateral Agent for all reasonable expenses, including attorneys' fees, incurred by the Collateral Agent in protecting, defending and maintaining the Property.

8. Notwithstanding anything to the contrary contained in this Agreement, the Grantor acknowledges that Last Mile Funding has granted a security interest to SunTrust Bank, as administrative agent (the "Administrative Agent"), for the benefit of the holders of certain obligations of Last Mile Funding, in, to and under all assets of Last Mile Funding including, without limitation, the OpCo Documents and that certain Murabaha Facility Agreement dated as of May 4, 2011 by and among 3PD, Inc., Last Mile Funding, AIA Limited, as agent for 3PD, Inc., Arcapita Investment Funding Limited, as agent for Last Mile Funding, and the other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Subordinated Facility Agreement") and all other documents, certificates or agreements, including acknowledgements and consents with respect thereto, assignments thereof, and exhibits and schedules thereto, executed or delivered in connection with the Subordinated Facility Agreement including, without limitation, that certain Subordinated Guaranty dated as of May 4, 2011 pursuant to which the Grantor pursuant to the Joinder, among other entities, guaranteed 3PD, Inc.'s obligations under the Subordinated Facility Agreement. Accordingly, the Grantor agrees that (x) the Administrative Agent shall have all the rights, powers, privileges and remedies of Last Mile Funding and the Collateral Agent hereunder; specifically, the Grantor agrees that, upon the occurrence and during the continuance of an Event of Default under the OpCo Agreements or the Subordinated Facility Agreement, the Administrative Agent may exercise any right or remedy against the Grantor provided for herein and the Grantor will not interpose as a defense that such claim should have been asserted by Last Mile Funding or the Collateral Agent; and (y) upon the delivery by the Administrative Agent of any notice to the Grantor stating that an Event of Default has occurred and is continuing under the OpCo Agreements or the Subordinated Facility Agreement, then the Grantor will, if so requested by the Administrative Agent, treat the Administrative Agent or the Administrative Agent's designee, as the case may be, for all purposes as Last Mile Funding and the Collateral Agent hereunder and in all respects comply with all obligations under this Agreement that are asserted by the Administrative Agent as the successor to Last Mile Funding and the Collateral Agent hereunder, irrespective of whether the Grantor has received any such notice from Last Mile Funding or the Collateral Agent.

9. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

10. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE

LAW (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

[Signatures on Following Page]

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

THE HOME DELIVERY GROUP LLC

By: 3PD, INC., its sole member

By: *Randall E Meyer*

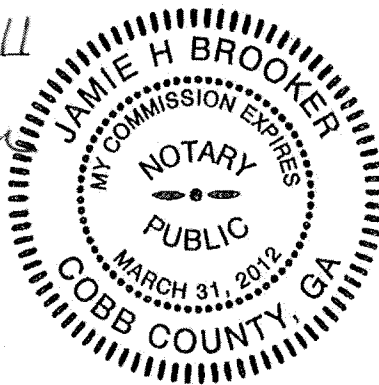
Name: Randall E. Meyer

Title: Chief Financial Officer and Treasurer

Signed, sealed and delivered  
this 9 day of Nov., 20 11

*Jamie H Brooker*  
Notary Public

03/31/12  
My Commission expires:



*Tiffany A. Hill*  
Witness

*[Signature]*  
Witness



Schedule I  
To Trademark Security Agreement

**Service Marks:**

Reg. No.: 3,456,681  
Filing Date: May 15, 2007  
Reg. Date: July 1, 2008  
Jurisdiction: United States  
Int. Cls.: 37 and 39 (Prior U.S. Cls.: 100, 103, 105, and 106)  
Description: Mark consists of silhouette of a house containing the letters "HDG" with the words "Home Delivery Group" on a line below.  
Owner: The Home Delivery Group, LLC

Reg. No.: 3,460,537  
Filing Date: May 15, 2007  
Reg. Date: July 8, 2008  
Jurisdiction: United States  
Int. Cls.: 37 and 39 (Prior U.S. Cls.: 100, 103, 105, and 106)  
Description: Mark consists of standard characters without claim to any particular font, style, size, or color.  
Owner: The Home Delivery Group, LLC