

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
Pasha Automotive Services		12/01/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	200 B Street, Suite 300		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85196723	TRUE OPS	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3582533		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

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**TRADEMARK
 REEL: 004675 FRAME: 0235**

Date:

12/09/2011

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PASHA AUTOMOTIVE SERVICES, a California corporation (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, The Pasha Group, Pasha Hawaii Transport Lines LLC, Pasha Hawaii Logistics LLC, Pasha Hawaii Holdings LLC, Pasha Hawaii Shipping Company LLC, Pasha Automotive Services, Pasha Stevedoring & Terminals Inc., Pasha Stevedoring & Terminals L.P., Gateways International, Inc., Sig Wold Storage & Transfer, Pasha Trucking LLC, and Pasha Distribution Services LLC (each a “Borrower” and collectively, the “Borrowers”), have entered into a Credit Agreement dated as of December 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with the lenders who are or may become party thereto, as Lenders (collectively, the “Lenders”), and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders, Swing Line Lender and L/C Issuer (in such capacity, “Secured Party”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrowers; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Grantor, Secured Party and the other grantors from time to time party thereto, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto, except that with respect to any applications by Grantor for a trademark based on an intent to use the same, if and so long as such application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “Intent-To-Use Applications”), so long as Grantor’s Intent-To-Use Application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted, the Trademark Collateral shall include only a security interest for collateral purposes in such Intent-To Use Application and not a sale, transfer, conveyance or other assignment thereof) (collectively, the “Trademarks”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in

the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 1 day of December, 2011.

PASHA AUTOMOTIVE SERVICES

By: George Pasha

Name: George W. Pasha IV

Title: President

Signature page to Grant of Trademark Security Interest (PAS)

**TRADEMARK
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**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

TRADEMARKS

Owner	Trademark Description	Serial Number	Filing Date
Pasha Automotive Services	True Ops	85196723	December 13, 2010

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SCHEDULE A - PASHA AUTOMOTIVE SERVICES