

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Patent, Trademark and Copyright Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RMJ Partners, L.P.		12/30/2011	LIMITED PARTNERSHIP: DELAWARE
Armada Supply Chain Solutions, LLC		12/30/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Armada Warehousing & Distribution, LLC		12/30/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Basix Restaurant Services, LLC		12/30/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Basix Restaurant Services, L.P.		12/30/2011	LIMITED PARTNERSHIP: PENNSYLVANIA
Hub One Logistics Corporation		12/30/2011	CORPORATION: PENNSYLVANIA
Hub One Logistics, Ltd.		12/30/2011	LIMITED PARTNERSHIP: PENNSYLVANIA
Leveraged Execution Providers, LLC		12/30/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Leveraged Execution Providers, LP		12/30/2011	LIMITED PARTNERSHIP: PENNSYLVANIA
Leveraged Execution Providers Expedited, LLC		12/30/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Leveraged Execution Providers Freight, LLC		12/30/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Leveraged Execution Providers Storage, LLC		12/30/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Resource Management Advantage, LLC		12/30/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA

CH \$240.00 3031699

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	249 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222

Entity Type: Bank: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3031699	BASIX
Registration Number:	3005242	TRANSACT
Registration Number:	3009777	ANALYZE
Registration Number:	3009778	CATALOG & COMMUNICATE
Registration Number:	3342040	24TRACC
Registration Number:	3748068	BASIX
Registration Number:	3485848	LXP
Registration Number:	3665461	ARMADA SUPPLY CHAIN SOLUTIONS
Registration Number:	3489632	HUB1

CORRESPONDENCE DATA

Fax Number: (412)562-1041  
Phone: 412-562-1637  
Email: vicki.cremonese@bipc.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Michael L. Dever  
Address Line 1: 301 Grant Street  
Address Line 2: 20th Floor  
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-300175
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	12/30/2011

Total Attachments: 16

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**AMENDED AND RESTATED PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (the "Agreement"), dated as of December 30, 2011, is entered into by and among RMJ Partners, L.P., a Delaware limited partnership (the "Borrower"), AND EACH OF THE OTHER PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOMES A PLEDGOR HEREUNDER FROM TIME TO TIME (the Borrower and each such other Persons, each a "Pledgor" and collectively, the "Pledgors"), and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent for the Lenders referred to below (the "Administrative Agent").

WHEREAS, reference is made to that certain Patent, Trademark and Copyright Security Agreement, dated as of December 30, 2009, made by the debtors party thereto in favor of the Administrative Agent, as heretofore amended (as so amended, the "Existing IP Security Agreement"), executed and delivered pursuant to that certain Credit Agreement, dated as of December 30, 2009, among the Borrower, the guarantors party thereto, the lenders party thereto, and the Administrative Agent, as heretofore amended (as so amended, the "Existing Credit Agreement"); and

WHEREAS, the parties desire to amend and restate the Existing Credit Agreement pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof, by and among the Borrower, the Guarantors now or hereafter party thereto (the "Guarantors"), the Lenders now or hereafter party thereto (the "Lenders"), and the Administrative Agent (as further amended, restated, modified, or supplemented from time to time, the "Credit Agreement").

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the Commonwealth of Pennsylvania, as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all

rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Obligations of each and every Pledgor to the Administrative Agent, the Lenders, or any of their respective Affiliates under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, indemnities, expenses or otherwise, of each and every Pledgor to the Administrative Agent, the Lenders, or any of their respective Affiliates, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or any other Pledgor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by the Administrative Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every Pledgor to the Administrative Agent or any of the Lenders, or any of such Affiliates, arising out of any Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product; and (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants and conveys a security interest to the Administrative Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor, jointly and severally, covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Patents, Trademarks and Copyrights, free and clear of any Liens, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons, except Permitted Liens;

(d) such Pledgor has the corporate, limited liability company or partnership, as the case may be, power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under any Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing fifteen (15) days prior written notice to the Administrative Agent;

(i) such Pledgor will not change its name without providing ten (10) days prior written notice to the Administrative Agent; and

(j) such Pledgor shall preserve its corporate, limited liability or partnership existence, as the case may be, and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Debt shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired or been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld, except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to (i) suppliers and customers to facilitate the manufacture and use of such Pledgor's products and the provision of such Pledgor's services, and (ii) other Loan Parties.

5. If, before the Debt shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired or been terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto. Such Pledgor shall give to the Administrative Agent prompt notice in writing of any such future patents, patent applications, trademark applications, trademark registrations, statements of use or use or other change in the status of any intent-to-use trademark applications, copyright applications and copyright registrations. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademark registrations, statements of use or use or other change in the status of any intent-to-use trademark applications, copyright registrations or copyright applications and the provisions of this Agreement shall apply thereto.

6. The Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and shall apply such proceeds as provided in Section 9.2.4 [Application of Proceeds] of the Credit Agreement. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

7. Each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. The Administrative Agent agrees not to exercise any rights pursuant to the

foregoing power of attorney until the occurrence and during the continuation of an Event of Default. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the term of this Agreement.

8. At such time as the Pledgors shall have indefeasibly paid in full all of the Debt and the Commitments shall have terminated and the Letters of Credit have expired, this Agreement shall terminate and the Administrative Agent shall execute and deliver to applicable Pledgor all deeds, assignments and other instruments as may be necessary or proper to remove the Administrative Agent's security interest in the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, attorneys' fees, maintenance fees or encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by the Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full, the Commitments shall have terminated and the Letters of Credit have expired or been terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents included in the Patents, Trademarks and Copyrights, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. Without the consent of the Administrative Agent, which shall not be unreasonably withheld, no Pledgor shall abandon any of the Patents, Trademarks and Copyrights, other than such Patents Trademarks and Copyrights which, in such Pledgor's best business judgment, are not commercially useful to such Pledgor's business.

11. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.



12. No course of dealing between the Pledgors and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. Each of the obligations of each Pledgor under this Agreement is joint and several. The Administrative Agent, for itself and on behalf of the Lenders, may, in its sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue the Borrower or any other Pledgor and such an election by the Administrative Agent shall not be a defense to any action the Administrative Agent may elect to take against any Pledgor. The Administrative Agent, for itself and on behalf of the Lenders, hereby reserve all right against each Pledgor.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

19. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA SITTING IN ALLEGHENY COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE WESTERN DISTRICT OF PENNSYLVANIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES

THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH PENNSYLVANIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE AGENT, ANY LENDER OR THE ISSUING LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Administrative Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to

the pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

24. Upon the execution and delivery by any other Person of a Guarantor Joinder, such Person shall become a "Pledgor" hereunder with the same force and effect as if it were originally a party to this Agreement and named as a "Pledgor" hereunder. The execution and delivery of any such Guarantor Joinder shall not require the consent of any other Pledgor hereunder, and the rights and obligations of each Pledgor hereunder shall remain in full force and effect notwithstanding the addition of any new Pledgor as a party to this Agreement.

25. The Existing IP Security Agreement is hereby amended and restated in its entirety as provided herein, and this Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the indebtedness, loans, liabilities, expenses, or secured obligations under the Existing Credit Agreement, the Credit Agreement or the Existing IP Security Agreement. Each Pledgor and the Administrative Agent acknowledge and agree that the Existing IP Security Agreement has continued to secure the indebtedness, loans, liabilities, expenses, and obligations under the Existing Credit Agreement and the Credit Agreement since the date of execution of the Existing IP Security Agreement; and that this Agreement is entitled to all rights and benefits originally pertaining to the Existing IP Security Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

**[SIGNATURE PAGE TO AMENDED AND RESTATED PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

**PLEDGORS:**

**RMJ PARTNERS, L.P.**

By: RMJ GP, LLC, its general partner

By: Joseph Dominijanni  
Name: Joseph Dominijanni  
Title: Chief Financial Officer

**ARMADA SUPPLY CHAIN SOLUTIONS,  
LLC**

By: Joseph Dominijanni  
Name: Joseph Dominijanni  
Title: Chief Financial Officer

**ARMADA WAREHOUSING &  
DISTRIBUTION, LLC**

By: Joseph Dominijanni  
Name: Joseph Dominijanni  
Title: Chief Financial Officer

**BASIX RESTAURANT SERVICES, LLC**

By: Joseph Dominijanni  
Name: Joseph Dominijanni  
Title: Chief Financial Officer

[SIGNATURE PAGE TO AMENDED AND RESTATED PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

**BASIX RESTAURANT SERVICES, L.P.**

By: Armada Warehousing & Distribution, LLC,  
its general partner

By: Joseph Dominijanni  
Name: Joseph Dominijanni  
Title: Chief Financial Officer

**HUB ONE LOGISTICS CORPORATION**

By: Joseph Dominijanni  
Name: Joseph Dominijanni  
Title: Chief Financial Officer

**HUB ONE LOGISTICS, LTD.**

By: Hub One Logistics Corporation, its general  
partner

By: Joseph Dominijanni  
Name: Joseph Dominijanni  
Title: Chief Financial Officer

**LEVERAGED EXECUTION PROVIDERS,  
LLC**

By: Joseph Dominijanni  
Name: Joseph Dominijanni  
Title: Chief Financial Officer

[SIGNATURE PAGE TO AMENDED AND RESTATED PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

**LEVERAGED EXECUTION PROVIDERS,  
LP**

By: Leveraged Execution Providers, LLC, its  
general partner

By: Joseph Dominijanni  
Name: Joseph Dominijanni  
Title: Chief Financial Officer

**LEVERAGED EXECUTION PROVIDERS  
EXPEDITED, LLC**

By: Joseph Dominijanni  
Name: Joseph Dominijanni  
Title: Chief Financial Officer

**LEVERAGED EXECUTION PROVIDERS  
FREIGHT, LLC**


By: Joseph Dominijanni  
Name: Joseph Dominijanni  
Title: Chief Financial Officer

**LEVERAGED EXECUTION PROVIDERS  
STORAGE, LLC**

By: Joseph Dominijanni  
Name: Joseph Dominijanni  
Title: Chief Financial Officer

[SIGNATURE PAGE TO AMENDED AND RESTATED PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

RESOURCE MANAGEMENT  
ADVANTAGE, LLC

By:   
Name: Joseph Dominigiani  
Title: Chief Financial Officer

**[SIGNATURE PAGE TO AMENDED AND RESTATED PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

**ADMINISTRATIVE AGENT:**

**PNC BANK, NATIONAL ASSOCIATION, as  
Administrative Agent**

By: Tracy J. DeCock  
Name: Tracy J. DeCock  
Title: Senior Vice President



**SCHEDULE A  
TO  
AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY  
AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS**

1. Registered Patents: None.
2. Trademarks:
  - a. Service Mark - Basix, Class 42, Registration No 3,031,699, Ser No. 78-446,488, Filed with the United States Patent and Trademark Office July 6, 2004, Assigned to Armada Group Ltd. February 12, 2008, Assigned to Basix Restaurant Services, LLC December 28, 2009.
  - b. Service Mark - Transact, Class 42, Registration No 3,005,242, Ser No. 78-446,542, Filed with the United States Patent and Trademark Office July 6, 2004, Assigned to Armada Group Ltd. February 12, 2008, Assigned to Basix Restaurant Services, LLC December 28, 2009. - The 6-year renewal affidavit for this mark, due in October 2011, was not filed and Basix Restaurant Services, LLC is allowing the mark to expire because the mark is no longer used.
  - c. Service Mark - Analyze, Class 42, Registration No 3,009,777, Ser No. 78-446,654, Filed with the United States Patent and Trademark Office July 6, 2004, Assigned to Armada Group Ltd. February 12, 2008, Assigned to Basix Restaurant Services, LLC December 28, 2009.
  - d. Service Mark – Catalog & Communicate, Class 42, Registration No 3,009,778, Ser No. 78-446,655, Filed with the United States Patent and Trademark Office July 6, 2004, Assigned to Armada Group Ltd. February 12, 2008, Assigned to Basix Restaurant Services, LLC December 28, 2009.
  - e. Service Mark – 24TRACC, Class 42, Registration No 3,342,040, Ser No. 78-910,078, Filed with the United States Patent and Trademark Office June 16, 2006, Assigned to Armada Group Ltd. February 12, 2008, Assigned to Basix Restaurant Services, LLC December 28, 2009.
  - f. Service Mark – BASIX (stylized color logo) Classes 35, 39 and 42, Registration No 3748068 , Ser. No. 77-164,674, Filed with the United States Patent and Trademark Office April 24, 2007, Assigned to Basix Restaurant Services, LLC December 28, 2009.

- g. Service Mark – LXP (stylized color logo) Registration Class 35, Registration No 3,485,848, Ser No. 77-164,663, Filed with the United States Patent and Trademark Office April 24, 2007, Registered by Armada Group, Ltd., Assigned to Leveraged Execution Providers, LP December 28, 2009.
  - h. Service Mark – ARMADA SUPPLY CHAIN SOLUTIONS (stylized color logo) Registration Class 35, Registration No 3,665,461, Ser No. 77-164,115, Filed with the United States Patent and Trademark Office April 24, 2007, Registered by Armada Group, Ltd., Assigned to Armada Supply Chain Solutions, LLC December 28, 2009.
  - i. Service Mark – HUB1 (stylized color logo) Registration Class 39, Registration No 3,489,632, Ser No. 77-164,670, Filed with the United States Patent and Trademark Office April 24, 2007, Registered by Armada Group, Ltd., Assigned to Hub One Logistics, Ltd. December 28, 2009
3. Trade Names: None.
4. Copyrights: None.

**SCHEDULE B  
TO  
AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY  
AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES  
OTHER THAN PERMITTED LIENS**

None.