

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
AIT Worldwide Logistics, Inc.		05/04/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1641570	AIT FREIGHT SYSTEMS	
Registration Number:	3200736	AIT WORLDWIDE LOGISTICS	
Registration Number:	3200737	AIT WORLDWIDE LOGISTICS	
Registration Number:	3484200	AIT WORLDWIDE LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	210196-51		
NAME OF SUBMITTER:	Kristin Brozovic		

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TRADEMARK

Signature:	/Kristin Brozovic/
Date:	05/15/2012
Total Attachments: 4 source=Trademark Security Agreement- AIT#page1.tif source=Trademark Security Agreement- AIT#page2.tif source=Trademark Security Agreement- AIT#page3.tif source=Trademark Security Agreement- AIT#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of May 4, 2012 is executed and delivered by AIT WORLDWIDE LOGISTICS, INC., an Illinois corporation (“**Grantor**”), in favor of FIFTH THIRD BANK, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, “**Administrative Agent**”) for the benefit of the Secured Parties pursuant to the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement.

RECITALS:

WHEREAS, Grantor has adopted, used and is using the trademarks set forth on Annex 1 hereto (collectively, the “**Trademarks**”);

WHEREAS, Grantor has executed and delivered in favor of Administrative Agent for the benefit of the Secured Parties a certain Guaranty, Pledge and Security Agreement dated as of May 4, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Guaranty, Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to Administrative Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of all Grantor’s Secured Obligations;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:.

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of all Grantor’s Secured Obligations, Grantor hereby grants to Administrative Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:


(a) all of the Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Trademarks.

[Signature Page Follows.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

AIT WORLDWIDE LOGISTICS, INC., an
Illinois corporation

By: 
Name: Gregory Moore
Title: President

**ANNEX 1
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

COUNTRY (CODE)	TRADEMARK	OWNER	APPLN. NO.	APPLN. FILING	REG. NO.	REG. DATE	STATUS
United States (US)	AIT FREIGHT SYSTEMS	AIT Worldwide Logistics, Inc.	74/020,322	1/18/1990	1,641,570	4/16/1991	Registered
United States (US)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	78/678,176	7/26/2005	3,200,736	1/23/2007	Registered
United States (US)	AIT WORLDWIDE LOGISTICS	AIT Worldwide Logistics, Inc.	78/678,200	7/26/2005	3,200,737	1/23/2007	Registered
United States (US)	AIT WORLDWIDE LOGISTICS & Design	AIT Worldwide Logistics, Inc.	77/363,751	1/3/2008	3,484,200	8/12/2008	Registered