

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
New Century Transportation, Inc.		08/03/2012	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA	
Name:	Prospect Capital Corporation
Street Address:	10 East 40th Street
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Serial Number:	85641948	NEW CENTURY TRANSPORTATION
Registration Number:	2497180	NEW CENTURY TRANSPORTATION, INC.
Registration Number:	2800145	GUARANTEED SERVICE - WITH NO FINE PRINT
Registration Number:	2800146	LOAD-TO-DELIVER
Registration Number:	3802850	SOMETHING DIFFERENT
Registration Number:	4002287	NORTHWIND LOGISTICS
Registration Number:	4005617	WESTERNFREIGHTWAYS LLC

CORRESPONDENCE DATA	
Fax Number:	9736247070
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	973-622-4444
Email:	rsmith@mccarter.com

CH \$190.00 85641948

Correspondent Name: Robert W. Smith, McCarter & English, LLP
Address Line 1: 100 Mulberry Street
Address Line 2: Four Gateway Center
Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	101804/48 (RWS-0406)
NAME OF SUBMITTER:	Robert W. Smith
Signature:	/robert w. smith/
Date:	08/15/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of August 3, 2012 (this "Trademark Security Agreement"), is made by **NEW CENTURY TRANSPORTATION, INC.**, a New Jersey corporation ("Grantor"), in favor of **PROSPECT CAPITAL CORPORATION**, a Maryland corporation, as agent for the Secured Parties (as defined in the Loan Agreement referenced below) (in such capacity, "Agent"). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement (as hereinafter defined).

RECITALS:

A. Grantor, the other borrowers from time to time party thereto, the guarantors from time to time party thereto, the lenders from time to time party thereto and Agent are party to a Senior Subordinated Loan and Security Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Loan Agreement").

B. Pursuant to the Loan Agreement, Grantor has agreed to execute and deliver to Agent this Trademark Security Agreement.

In order to induce the Secured Parties to extend to the Borrowers a term loan pursuant to the terms of the Loan Agreement, Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof and all goodwill associated therewith or symbolized thereby (collectively, "U.S. Trademarks") owned by Grantor, and Grantor hereby pledges and grants to Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Obligations.

2. **Loan Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the U.S. Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

3. **Termination.** Upon Full Payment of the Obligations and termination of the Loan Agreement, Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.


5. **Governing Law.** This Trademark Security Agreement shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks).

[Signature Pages Follow]

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

GRANTOR:

NEW CENTURY TRANSPORTATION, INC.

By: 
Name: Brian Fitzpatrick
Title: Executive Vice President, Chief Financial
Officer and Secretary

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Signature Page

TRADEMARK
REEL: 004843 FRAME: 0247

Accepted and Agreed:

PROSPECT CAPITAL CORPORATION, as Agent

By: *M. Grier Eliasek*
Name: M. Grier Eliasek
Title: President and Chief Operating Officer

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Signature Page

TRADEMARK
REEL: 004843 FRAME: 0248

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations

Trademark	Owner	Status in Trademark Office	Federal Registration No.
NEW CENTURY TRANSPORTATION, INC. (and design)	New Century Transportation, Inc.	Active Registration	2497180
GUARANTEED SERVICE - WITH NO FINE PRINT	New Century Transportation, Inc.	Active Registration	2800145
LOAD-TO-DELIVER	New Century Transportation, Inc.	Active Registration	2800146
SOMETHING DIFFERENT	New Century Transportation, Inc.	Active Registration	3802850
NORTHWIND LOGISTICS (and design)	New Century Transportation, Inc.	Active Registration	4002287
WESTERNFREIGHTWAYS LLC (and design)	New Century Transportation, Inc.	Active Registration	4005617

U.S. Trademark Applications

Trademark	Owner	Status in Trademark Office	Federal Application No.
NEW CENTURY TRANSPORTATION	New Century Transportation, Inc.	Application	85641948

Schedule 1