

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 Breed Corporate Services, Inc.		10/01/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2743020	NB	
Registration Number:	2743022	NB	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-819-8200		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Andrew Fessak/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patent and Trademark Department		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1130558-0076-NEWBREED		
NAME OF SUBMITTER:	Andrew Fessak		

OP \$65.00 2743020

Signature:	/Andrew Fessak/
Date:	10/03/2012
Total Attachments: 6 source=Trademark Security Agreement (EXECUTED)_(24023794_1)#page1.tif source=Trademark Security Agreement (EXECUTED)_(24023794_1)#page2.tif source=Trademark Security Agreement (EXECUTED)_(24023794_1)#page3.tif source=Trademark Security Agreement (EXECUTED)_(24023794_1)#page4.tif source=Trademark Security Agreement (EXECUTED)_(24023794_1)#page5.tif source=Trademark Security Agreement (EXECUTED)_(24023794_1)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 1, 2012 (this "Agreement"), is made by New Breed, Inc., a North Carolina corporation ("NBI"), New Breed Corporate Services, Inc., a New Jersey corporation ("NBCSI"), and together with NBI, the "Grantors", and Morgan Stanley Senior Funding, Inc., as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated October 1, 2012 among New Breed Holding Company, a Delaware corporation ("Holdings"), New Breed, Inc., a North Carolina corporation (the "Lead Borrower" and, together with Holdings, the "Borrowers"), the Lenders party thereto and the Administrative Agent and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrowers, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the trademarks and trademark applications listed on Schedule I attached hereto, including all Proceeds and products thereof and all rights to sue for past, present and future infringements, misappropriations or violations thereof (the "Trademark Collateral"). This Agreement shall not be deemed to grant a security interest in any trademark application filed on an intent-to-use basis to the extent a security interest is not permitted to attach thereto under the Collateral Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the

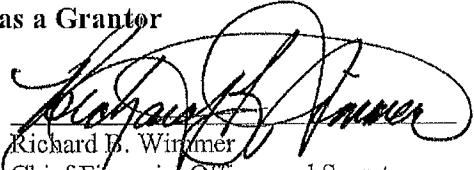
collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

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

**NEW BREED CORPORATE SERVICES,
INC., as a Grantor**

By: 
Name: Richard B. Wimmer
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

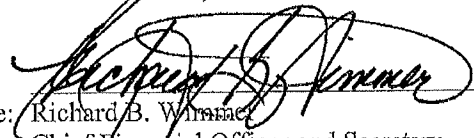
**TRADEMARK
REEL: 004872 FRAME: 0896**

NEW BREED, INC., as a Grantor

By:

Name: Richard B. Wimmer

Title: Chief Financial Officer and Secretary

A handwritten signature in black ink, appearing to read "Richard B. Wimmer", is written over the printed name and title. The signature is fluid and cursive.

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004872 FRAME: 0897**

**MORGAN STANLEY SENIOR FUNDING,
INC., as Administrative Agent,**

By: 
Name: Henrik Z. Sandstrom
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to Trademark Security Agreement

Registered Trademarks

Mark	Jurisdiction	App. Date	App. No.	Reg. Date	Reg. Number	Status	Owner
BEYOND LOGISTICS	U.S. Federal	4/21/2010	85/019859	1/11/2011	3903430	Registered	New Breed, Inc.
BEYOND LOGISTICS	U.S. Federal	4/21/2010	85/019878	1/11/2011	3903432	Registered	New Breed, Inc.
BEYOND LOGISTICS	U.S. Federal	4/21/2010	85/019864	1/11/2011	3903431	Registered	New Breed, Inc.
BEYOND LOGISTICS	U.S. Federal	4/21/2010	85/019889	7/24/2012	4179899	Registered	New Breed, Inc.
BEYOND LOGISTICS	U.S. Federal	4/21/2010	85/019893	1/11/2011	3903433	Registered	New Breed, Inc.
NB	U.S. Federal	9/20/2000	76/131873	7/29/2003	2743020	Registered	New Breed Corporate Services, Inc.
NEW BREED	U.S. Federal	2/23/1999	75/980186	9/25/2001	2492186	Registered	New Breed, Inc.
NEW BREED	U.S. Federal	2/23/1999	75/648194	9/25/2001	2491744	Registered	New Breed, Inc.
NB and Design	U.S. Federal	9/20/2000	76/132108	7/29/2003	2743022	Registered	New Breed Corporate Services, Inc.

Pending Trademarks

Mark	Jurisdiction	App. Date	App. No.	Reg. Date	Reg. Number	Status	Owner
WE HELP BIG IDEAS TAKE OFF	U.S. Federal	10/24/2011	85454077			Pending	New Breed, Inc.