

TRADEMARK ASSIGNMENT

11-6-12
 Electronic Version v1.1
 Stylesheet Version v1.1

11/06/2012



103651271



RE

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Provest LLC		10/05/2012	LIMITED LIABILITY COMPANY: DELAWARE
Provest Xpress LLC		10/05/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company
Street Address:	70 West Madison Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	State Chartered Bank: ILLINOIS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3834612	PVX
Registration Number:	3834613	X PVX
Registration Number:	3869506	DELIVERY. DONE.
Registration Number:	3852610	AMERICAN ENVOY
Registration Number:	3852609	AMERICAN ENVOY

CORRESPONDENCE DATA

Fax Number: 3123648435
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: chiipmail@gtlaw.com
 Correspondent Name: Howard Silverman/Greenberg Traurig LLP
 Address Line 1: 77 West Wacker Drive, Suite 3100
 Address Line 4: Chicago, ILLINOIS 60601

CH \$140.00 3834612

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 5, 2012, is made by PROVEST XPRESS LLC, a Delaware limited liability company, and PROVEST LLC, a Delaware limited liability company (each, a "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank, in its capacity as administrative agent (together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement described below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of September 27, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, certain other Affiliates of the Grantors, the Administrative Agent and certain other financial institutions party thereto as lenders (collectively, the "Lenders" and, together with the Administrative Agent, the "Secured Parties"), the Lenders have agreed to make extensions of credit to the Borrowers (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors have agreed, pursuant to that certain Pledge and Security Agreement, dated as of October 15, 2009, as reaffirmed and amended by that certain Reaffirmation Agreement and Omnibus Amendment, dated as of September 27, 2012, made in favor of the Administrative Agent on behalf of itself and the Lenders (collectively, the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth above and other valuable consideration, the sufficiency of which is hereby agreed to by the parties hereto, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor, hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a continuing first priority security interest, with power of sale upon the occurrence and during the continuance of an Event of Default, in all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor whether presently existing or hereafter acquired by such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those listed on Schedule 1 hereto;
- (b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or other violation thereof.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all Obligations upon the termination of the Commitments and payment in full of all Obligations in cash (other than (x) cash management obligations not yet due and payable and (y) contingent indemnification obligations not yet accrued and payable), the expiration or termination of all Letters of Credit and any other obligation (including a guarantee that is contingent in nature)). Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein at the Grantors' cost and expense.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PROVEST LLC,
as Grantor

By: James M. Ward
Name: James M. Ward
Title: President

PROVEST XPRESS LLC,
as Grantor

By: James M. Ward
Name: James M. Ward
Title: President

ACCEPTED AND AGREED
as of the date first above written:

THE PRIVATEBANK AND TRUST COMPANY
as Administrative Agent

By: _____
Name: Michael F. Perry
Title: Managing Director

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PROVEST LLC,
as Grantor

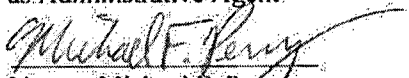
By: _____
Name:
Title:

PROVEST XPRESS LLC,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

THE PRIVATEBANK AND TRUST COMPANY
as Administrative Agent

By: 
Name: Michael F. Perry
Title: Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS

GRANTOR	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY	TRADEMARK
ProVest Xpress LLC	3,834,612	August 17, 2010	USA	PVX
ProVest Xpress LLC	3,834,613	August 17, 2010	USA	PVX (and design)
ProVest Xpress LLC	3,869,506	November 2, 2010	USA	DELIVERY. DONE.
ProVest LLC	3,852,610	September 28, 2010	USA	AMERICAN ENVOY
ProVest LLC	3,852,609	September 28, 2010	USA	AMERICAN ENVOY (and design)