

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
Hammel Companies, Inc.		11/16/2012	CORPORATION: DELAWARE
Pitt-Ohio Express, Inc.		11/16/2012	CORPORATION: PENNSYLVANIA
Pitt-Ohio Express, LLC		11/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Terminal Leasing, Inc.		11/16/2012	CORPORATION: PENNSYLVANIA
Hammel's Express, Inc.		11/16/2012	CORPORATION: PENNSYLVANIA
Hammel Leasing, Inc.		11/16/2012	CORPORATION: DELAWARE
CLH Management, Inc.		11/16/2012	CORPORATION: PENNSYLVANIA
Pitt-Ohio Express of Delaware, Inc.		11/16/2012	CORPORATION: DELAWARE
Freight Equipment Leasing, Inc.		11/16/2012	CORPORATION: DELAWARE
Freight Equipment Leasing, LLC		11/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Warehouse Leasing, LLC		11/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Tank Leasing, LLC		11/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Martera, Inc.		11/16/2012	CORPORATION: PENNSYLVANIA
DCN Limited Partnership		11/16/2012	LIMITED PARTNERSHIP: PENNSYLVANIA
ECM Associated, LLC		11/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Eco Industries, LLC		11/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
ECM Logistics, LLC		11/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
ECM Transport, LLC		11/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Crane Holdings, LLC		11/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
United States Cargo and Courier Service, LLC		11/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Pitt Ohio Ground, LLC		11/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA

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TRADEMARK

			COMPANY: PENNSYLVANIA
910 Properties LLC		11/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
910 Properties II LLC		11/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Poe Air, LLC		11/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Thoughtdrivers, LLC		11/16/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA

**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: 3**

Property Type	Number	Word Mark
Registration Number:	2927994	WE'RE ALWAYS THERE FOR YOU!
Registration Number:	3660758	HEAT TRACK
Registration Number:	3750555	WE'RE ALWAYS THINKING GREEN!

**CORRESPONDENCE DATA**

Fax Number: 4125621041  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 412-562-1637  
 Email: vicki.cremonese@bipc.com  
 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:	0011046-301269
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	11/21/2012

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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 November 16, 2012, is entered into by and among **HAMMEL COMPANIES, INC.**, a Delaware corporation, **PITT-OHIO EXPRESS, INC.**, a Pennsylvania corporation, **PITT-OHIO EXPRESS, LLC**, a Pennsylvania limited liability company, **TERMINAL LEASING, INC.**, a Pennsylvania corporation, **HAMMEL'S EXPRESS, INC.**, a Pennsylvania corporation, **HAMMEL LEASING, INC.**, a Delaware corporation, **CLH MANAGEMENT, INC.**, a Pennsylvania corporation, **PITT-OHIO EXPRESS OF DELAWARE, INC.**, a Delaware corporation, **FREIGHT EQUIPMENT LEASING, INC.**, a Delaware corporation, **FREIGHT EQUIPMENT LEASING, LLC**, a Pennsylvania limited liability company, **WAREHOUSE LEASING, LLC**, a Pennsylvania limited liability company, **TANK LEASING, LLC**, a Pennsylvania limited liability company, **MARTERA, INC.**, a Pennsylvania corporation, **DCN LIMITED PARTNERSHIP**, a Pennsylvania limited partnership, **ECM ASSOCIATED, LLC**, a Pennsylvania limited liability company, **ECO INDUSTRIES, LLC**, a Pennsylvania limited liability company, **ECM LOGISTICS, LLC**, a Pennsylvania limited liability company, **ECM TRANSPORT, LLC**, a Pennsylvania limited liability company, **CRANE HOLDINGS, LLC**, a Pennsylvania limited liability company, **UNITED STATES CARGO AND COURIER SERVICE, LLC**, a Pennsylvania liability company, **PITT OHIO GROUND, LLC**, a Pennsylvania liability company, **910 PROPERTIES LLC**, a Pennsylvania liability company, **910 PROPERTIES II LLC**, a Pennsylvania liability company, **POE AIR, LLC**, a Pennsylvania liability company, and **THOUGHTDRIVERS, LLC**, a Pennsylvania liability company (each a "Pledgor" and collectively, the "Pledgors") and PNC BANK, NATIONAL ASSOCIATION, as Agent for the Banks referred to below (the "Agent").

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among Hammel Companies, Inc. (the "Borrower"), the Guarantors now or hereafter a party thereto, the Banks now or hereafter a party thereto (the "Banks"), and the Agent, the Agent and the Banks have agreed to provide certain loans and other financial accommodations to the Pledgors, and each Pledgor has agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

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 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 each Pledgor, including those listed on Schedule A, 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, except any application for registration of a trademark or service mark filed with the United States Patent and Trademark Officer ("PTO") on an intent-to-use basis until such time (if any) as an amendment to allege use is accepted by the PTO, at which time such trademark or service mark shall cease to be excluded from this definition.

(c) "Secured Obligations" shall mean and include the following: (i) the payment and performance of all Obligations, including all Obligations arising under the Credit Agreement or any of the other Loan Documents after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to any of the Loan Parties or which would have arisen or accrued but for the commencement of such proceeding (including interest after default), even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and (ii) any amendments, extensions, renewals and increases of or to any of the foregoing Secured Obligations.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants, and conveys a security interest to 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 material 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 material 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 the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons, other than Permitted Liens and except for licenses granted in accordance with Section 5 hereof;

(d) such Pledgor has the corporate, limited liability company or partnership power, as applicable, 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; and

(f) 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 Section 11.

4. Each of the obligations of each Pledgor under this Agreement is joint and several. The Agent and the Banks, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Agent and the Banks, or any of them, shall not be a defense to any action the Agent and the Banks, or any of them, may elect to take against any Pledgor. Each of the Banks and Agent hereby reserve all right against each Pledgor.

5. Each Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without 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 Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products and the provision of such Pledgor's services.

6. If, before the Secured Obligations shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired, 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 and such Pledgor shall give to Agent prompt notice thereof in writing. Each Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. 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, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, 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 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 any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to 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, 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 Pledgors, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as 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 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 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. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

9. At such time as Pledgors shall have indefeasibly paid in full all of the Secured Obligations, the Commitments shall have terminated and the Letters of Credit have expired, this Agreement shall terminate and Agent shall execute and deliver to Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by 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, counsel fees, maintenance fees, 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 Pledgors within fifteen (15) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Each Pledgor shall have the duty, through counsel, if any, reasonably acceptable to Agent, to prosecute diligently any material patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been indefeasibly paid in full and the Commitments shall have terminated, and the Letters of Credit have expired, 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 of the Patents, including the payment of all maintenance fees, except where the failure to make such applications on unpatented but patented inventions would not reasonably be expected to result in a Material Adverse Change. Any expenses incurred in connection with such an application shall be borne by Pledgors. Except as permitted in Section 8.1.5 and Section 8.2.7 of the Credit Agreement, no Pledgor shall abandon any Patent, Trademark or Copyright without the consent of Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as 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 Agent for all damages, all reasonable out-of-pocket costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of 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.

14. All of 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.

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 Section 6.

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, other than assignments and transfers permitted by the Credit Agreement.

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

19. Each Pledgor hereby irrevocably consents to the nonexclusive jurisdiction of the Court of Common Pleas of Allegheny County and the United States District Court for the Western District of Pennsylvania and waives personal service of any and all process upon it and consents that all such service of process be made by certified or registered mail directed to such Pledgor at the address provided for in Section 11.6 [Notices] of the Credit Agreement and service so made shall be deemed to be completed upon actual receipt thereof. Each Pledgor waives any objection to jurisdiction and venue of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue.

Each Pledgor hereby appoints a process agent, Pitt-Ohio Express, Inc. (in such capacity, the "Process Agent"), as its agent to receive on behalf of such party and its respective property, service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to any of the Pledgors in care of the Process Agent at the Process Agent's address, and each of the Pledgors hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided by law. Each Pledgor further agrees that it shall, for so long as any Commitment, Letter of Credit or any obligation of any Loan Party to the Bank remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 19. The Process Agent hereby accepts the appointment of Process Agent by the Pledgors and agrees to act as Process Agent on behalf of the Pledgors. The Process Agent has an address of, on the date hereof, 15 27th Street, Pittsburgh, Pennsylvania 15222, United States.

20. EACH PLEDGOR, THE AGENT AND THE BANKS HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE COLLATERAL TO THE FULLEST EXTENT PERMITTED BY LAW.

21. 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 or other electronic transmission to the Agent or any Bank 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.

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 11.6 [Notices] of the Credit Agreement.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the other Loan Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Pledged Collateral in accordance with Section 8.1.6 of the Credit Agreement, (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 such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the 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. This Agreement hereby replaces in its entirety, that certain First Amended and Restated Patent, Trademark and Copyright Security Agreement dated as of December 30, 2005, by and among the Pledgors party thereto and the Agent (as thereafter amended, supplemented or modified from time to time, the "2005 Patent Trademark Agreement"), and each of the Pledgors acknowledges and agrees that the amendment and restatement of the 2005 Patent Trademark Agreement by this Agreement is not intended to constitute, nor does it constitute, a novation, interruption, suspension of continuity, satisfaction, discharge or termination of the obligations, liabilities, or indebtedness under the 2005 Patent Trademark Agreement and this Agreement is entitled to all rights and benefits originally pertaining to the 2005 Patent Trademark Agreement, as such rights and benefits may have been amended pursuant to the terms of this Agreement.

**[SIGNATURE PAGES FOLLOW]**

**[SIGNATURE PAGE 1 OF 3 TO AMENDED AND RESTATED PATENT,  
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the day and year first above set forth with the intention that this Agreement constitute a sealed instrument.

ATTEST:

HAMMEL COMPANIES, INC., PITT-OHIO EXPRESS, INC., PITT-OHIO EXPRESS, LLC, TERMINAL LEASING, INC., HAMMEL'S EXPRESS, INC., HAMMEL LEASING, INC., CLH MANAGEMENT, INC., FREIGHT EQUIPMENT LEASING, INC., FREIGHT EQUIPMENT LEASING, LLC, WAREHOUSE LEASING, LLC, TANK LEASING, LLC, MARTERA, INC. CRANE HOLDINGS, LLC, UNITED STATES CARGO AND COURIER SERVICE, LLC, PITT-OHIO GROUND, LLC, 910 PROPERTIES LLC, 910 PROPERTIES II LLC, POE AIR, LLC and THOUGHTDRIVERS, LLC

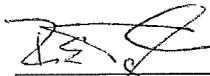


Name: Robert E. Taylor  
Title: Secretary and Treasurer

By:  (SEAL)  
Name: Charles L. Hammel III  
Title: President

ATTEST:

ECM ASSOCIATED, LLC, ECO INDUSTRIES, LLC, ECM TRANSPORT, LLC, ECM LOGISTICS, LLC



Name: Robert E. Taylor  
Title: Secretary and Treasurer

By:  (SEAL)  
Name: Edward C. Meier  
Title: President and Chief Executive Officer

[SIGNATURE PAGE 2 OF 3 TO AMENDED AND RESTATED PATENT,  
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

ATTEST:

**PITT-OHIO EXPRESS OF DELAWARE, INC.**



\_\_\_\_\_  
Name: Robert E. Taylor  
Title: Secretary and Treasurer

By:  (SEAL)  
Name: Charles L. Hammel III  
Title: Vice President

ATTEST:

**DCN LIMITED PARTNERSHIP**

By: Hammel Leasing, Inc., its sole general partner

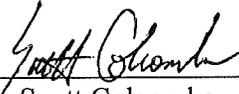


\_\_\_\_\_  
Name: Robert E. Taylor  
Title: Secretary and Treasurer

By:  (SEAL)  
Name: Charles L. Hammel III  
Title: President

[SIGNATURE PAGE 3 OF 3 TO AMENDED AND RESTATED PATENT,  
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Scott Colcombe  
Title: Senior Vice President

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

**SCHEDULE A**

Trademark on "WE'RE ALWAYS THERE FOR YOU!"(Registration #2927994)

Trademark on "HEAT TRACK" (Registration #3660758)

Trademark on "WE'RE ALWAYS THINKING GREEN!" (Registration #3750555)

All owned by Pitt-Ohio Express, LLC.