

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
AmeriQuest Business Services, Inc.		12/04/2012	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as agent
Street Address:	135 South LaSalle
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4138190	CORCENTRIC ONE CONNECT
Registration Number:	4130643	ONECONNECT
Registration Number:	4013964	COR360
Registration Number:	3636156	A AMERIQUEST TRANSPORTATION SERVICES
Registration Number:	3636154	AMERIQUEST TRANSPORTATION SERVICES
Registration Number:	3636155	REINVENTING TRANSPORTATION
Registration Number:	3368065	CORCENTRIC WORK SMARTER
Registration Number:	3188221	QUEST ROUTE
Registration Number:	3076687	QUEST TRUCKS
Registration Number:	3291561	CORCENTRIC OPTIMAL EFLOW
Registration Number:	2927184	FLEETXCHANGE
Registration Number:	2679865	FLEETXCHANGE
Registration Number:	2360744	AMERIQUEST

CH \$340.00 4138190

CORRESPONDENCE DATA

Fax Number: 3125585700

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

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 2800

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	1740-261
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	12/06/2012

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 4, 2012, by AmeriQuest Business Services, Inc., a New Jersey limited liability company (the "Grantor"), in favor of Bank of America, N.A., in its capacity as administrative agent for the Lenders (as defined below) (in such capacity, the "Administrative Agent").

RECITALS

WHEREAS, the Lenders have severally agreed to extend credit to the Grantor pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and among AmeriQuest Business Services, Inc., a New Jersey corporation (the "Company"), Corcentric Collective Business System Corp., a Virginia corporation ("Corcentric"), AmeriQuest Leasing & Maintenance, Inc., a Delaware corporation, d/b/a CURE Leasing & Maintenance ("Cure Leasing"), and AmeriQuest Remarketing Services, Inc., a Florida corporation ("AmeriQuest Remarketing"), and together with the Company, Corcentric and Cure Leasing, collectively, "Borrowers"), the financial institutions that are or may from time to time become parties thereto (the "Lenders"), and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates (unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Loan and Security Agreement);

WHEREAS, pursuant to the terms of the Loan and Security Agreement the Obligations of the Borrowers under the Loan and Security Agreement are secured;

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title and interest in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan and Security Agreement or any Guaranty.

In consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto,

together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Loan and Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

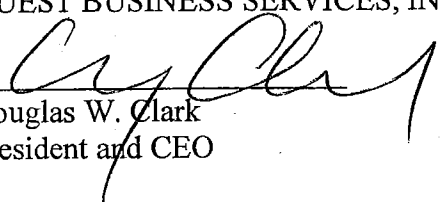
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AMERIQUEST BUSINESS SERVICES, INC.

By: _____

Name: Douglas W. Clark

Title: President and CEO

A handwritten signature in black ink, appearing to read 'D. Clark', is written over a horizontal line. The signature is fluid and cursive.

Acknowledged:

BANK OF AMERICA, N.A.,
as Administrative Agent


By: *Charles Fairchild*
Name: Charles Fairchild
Title: Vice President


[Signature Page to Patent and Trademark Security Agreement (AmériQuest)]

TRADEMARK
REEL: 004913 FRAME: 0900

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
CORCENTRIC ONECONNECT	AmeriQuest Business Services, Inc.	Registered	4,138,190	May 08, 2012
ONECONNECT	AmeriQuest Business Services, Inc.	Registered	4,130,643	April 24, 2012
COR360	AmeriQuest Business Services, Inc.	Registered	4,013,964	August 16, 2011
	AmeriQuest Business Services, Inc.	Registered	3,636,156	June 09, 2009
AMERIQUEST TRANSPORTATION SERVICES	AmeriQuest Business Services, Inc.	Registered	3,636,154	June 09, 2009
REINVENTING TRANSPORTATION	AmeriQuest Business Services, Inc.	Registered	3,636,155	June 09, 2009
CORCENTRIC WORK SMARTER	AmeriQuest Business Services, Inc.	Registered	3,368,065	January 15, 2008
QUEST ROUTE	AmeriQuest Business	Registered	3,188,221	December 19, 2006

	Services, Inc.			
QUEST TRUCKS	AmeriQuest Business Services, Inc.	Registration cancelled	3,076,687	April 04, 2006
QUEST SCHEDULER (Serial No. 78682357)	AmeriQuest Business Services, Inc.	N/A	Abandoned	N/A
CORCENTRIC OPTIMAL EFLOW	AmeriQuest Business Services, Inc.	Registered	3,291,561	September 11, 2007
	AmeriQuest Business Services, Inc.	Sections 8 and 15 combined declaration accepted and acknowledged.	2,927,184	February 22, 2005
FLEETXCHANGE	AmeriQuest Business Services, Inc.	Sections 8 and 15 combined declaration accepted and acknowledged.	2,679,865	January 28, 2003
AMERIQUEST	AmeriQuest Business Services, Inc.	Renewed	2,360,744	June 20, 2000

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

<u>Patent</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
Collective Business System	AmeriQuest Business Services, Inc.	Issued Patent	6,351,738	May 24, 1999